



PUBLIC COMMENT SESSION SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

Thursday, February 16, 2010

6:00 PM

Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Limited to forty [40] minutes, four [4] minutes per person.
**Comments MUST be related to a specific agenda item
slated for action at the meeting.**

**If time permits the Council Chairman may allow citizens who have not signed up
to speak to address Council regarding non agenda items.**

PLEASE PRINT

	FULL NAME	AGENDA ITEM FOR DISCUSSION
X 1	Frank Kuenigra	Call to Order Minutes of Science
2	Suzanne Peden	Out Source Co Re-assessment
X 3	Esie Cochran	#14 #10
4		
5		
6		
7		
8		
9		
X 10	Bo Horne	High Pointe ^{Pointe West} West Ordinance
11		
X 12	Berry Nichols	(Numbers)
13	S	
X 14	B. J.	
X 15	Scott Puffer	Highpointe - Pointe West



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: February 16, 2010 6:00 p.m.**

Ordinance 2009-27 "AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO"

[Reference: Parkview East / Parkview South]

Public comment will be limited to four minutes per person.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please PRINT your name

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NONE

COMMENTS TO COUNTY COUNCIL 2/16/2010

The current county council has recently completed its first year in office. There have been many comments about how this council has performed its duties. Some say that it is "business as usual" or there has been no change from the previous council. I was a candidate for the county council in 2008. I campaigned on bringing change and openness as well as honesty and integrity to county government. Although I was unsuccessful in the election, I have not changed my desire to make Oconee County a better place. I have attended almost all of the county council meetings, all of the budget meetings last year and a number of county council committee meetings and various commission meetings.

One of the first actions of the new County Council was to extend the public comment time from 3 minutes to 4 minutes. The council also provided an expanded agenda so that the public could have a better understanding of the business being conducted. In addition, links are provided to the supporting documentation that was previously available only to council members. This gives members of the public access to information that allows for more meaningful comments on the agenda action items.

This council has consistently solicited greater public participation in county government. A citizen panel was created to provide input for the administrator selection. Another citizen panel was created to review various options for sewer to the industrial park and I85 exits and provide recommendations to the council. In November the Sheriff's department provided an opportunity for council members to tour the Oconee County Detention Center. This tour was also available to the public, but unfortunately not one member of the public attended.

A recent decision was made by the council to move the public comment session to an earlier time. If after the citizens that have signed up prior to the meeting and the two 5 minute slots have spoken, any time left will allow for additional public comments on any issue. This policy has also received criticism. We should at least give it a chance and if it is not working, then consider a change.

This county consists of a very diverse population. It ranges from working families to retirees. We are fortunate to have a single industry that contributes 25 percent of our taxes. We also have a relatively low percentage of school children compared to our population which keeps our taxes lower. We are one of only 6 counties in South Carolina that does not have an additional tax such as Local Option sales tax, Capital Improvement tax or a Transportation tax in addition to property taxes.

As I said previously, I attended all of the budget workshops last year. I listened to the department heads present their budgets and justify their expenses. I watched as the budget committee made tough choices to contain spending. Even after the first round, several departments came forward with additional ways to further reduce spending. As a result, the council was able to hold the line with spending and even realized a modest decrease in the millage rate.

Nor does the process end with the budget. Throughout the year the various departments continue to find ways to save taxpayer money. Although the department may have been authorized an amount for a purchase based on state contract prices, they often find ways to purchase the item for less through competitive bidding or direct from the manufacturer. For example, a recent purchase of a truck

was made by finding a leftover new 2007 model at a substantial saving over a current model. More fuel efficient county vehicles are being procured wherever possible to save fuel costs. A "demo" fire truck was purchased with considerable savings. Any money not spent is not wasted, but is returned to the county's general fund at the end of the year.

It is a difficult balancing act to continue to provide the services that we have come to expect while holding the line on spending and taxes. The council will be facing more difficult choices this year. Much has been said concerning the "surplus" of funds in this county. First, the fiscal year begins on July first, while the majority of our income from taxes is collected in November and December. The county must have a reserve to cover that period. Other monies have been set aside for various purposes. Any other monies should be used to fund the upcoming needs of various capital projects rather than borrowing money and paying interest.

This council has also tackled other thorny issues over the past year. They refined the ZEO before it went into effect; however, recent events in the zoning process indicate that maybe further work is needed. They settled the courthouse issues with the architect and are working for a settlement with the builder. They have been working to resolve the jail issue and are moving forward on providing sewer for development of the industrial park and I85 corridor.

I feel that for the most part the council has been open and honest in its approach to the county business and has been responsive to public sentiment wherever possible. There is no way that anybody can satisfy everybody all of the time. This council has held many more public meetings than the previous councils and has devoted many hours of their own time to the process. The council should always consider what is best for the county and the majority of its citizens and act accordingly. We can do our part by getting involved, researching the issues and offering constructive suggestions rather than constant criticism and name calling. We are all citizens of Oconee County whether by birth or by choice and we should all work together to make Oconee County a great place to live, work and play.

I want to thank the council for this opportunity to speak and I look forward to addressing the issues in the future.

Dick Hughes

FOLKS PRESENTATION FEBRUARY 16, 2010 COMMERCIAL MARINAS

Oconee County has come a long way with the enactment of the ZEO and Lake Overlays . We thank you for the role you played in making that happen. It is good to see the Planning Commission working its way through the rezoning process.

We see the Palmetto Pointe Marina situation not unlike Monte Lago. They are both cases where, in the absence of any regulation or prohibition to the contrary, if an applicant meets the Duke Energy Shoreline Management Guidelines and receives the other required approvals from various agencies, they will be allowed to build a commercial marina. This process is pretty much detached from what exists above the shoreline and is in various development stages.

There is no question about the need for marinas on the lake particularly from the FOLKS viewpoint, to provide boat pump out facilities and restrooms. However, we believe that the best government level to decide how many and where they should and should not be, once they have met the Duke Energy Shoreline Guidelines, is the local government.

We would like Oconee County to consider enactment of development standards for commercial uses within the Lake Overlay.

Commercial Marinas

Background

In the absence of any restrictions on the part of the County Government, decisions on how many Commercial Marinas will be on Lake Keowee and where they will be situated are made by: The FERC; USACE; Duke Energy; SCDHEC; SCDNR; US Fish and Wildlife

Washington, Charleston, Charlotte, Columbia, Asheville.....

Commercial Marinas

Approval Process

- Applicant applies to Duke Energy Shoreline Management. Requirements to be met are in Duke Energy SMP Guidelines pgs 11-16.
- If requirements are met the applicant (in this case) applies to SCDHEC and USACE for permit to place fill over 0.02A of lake bottom for construction of boat ramp.
- The public is invited to comment **ONLY** on the placement of the fill into the lake.

Commercial Marinas

Approval Process

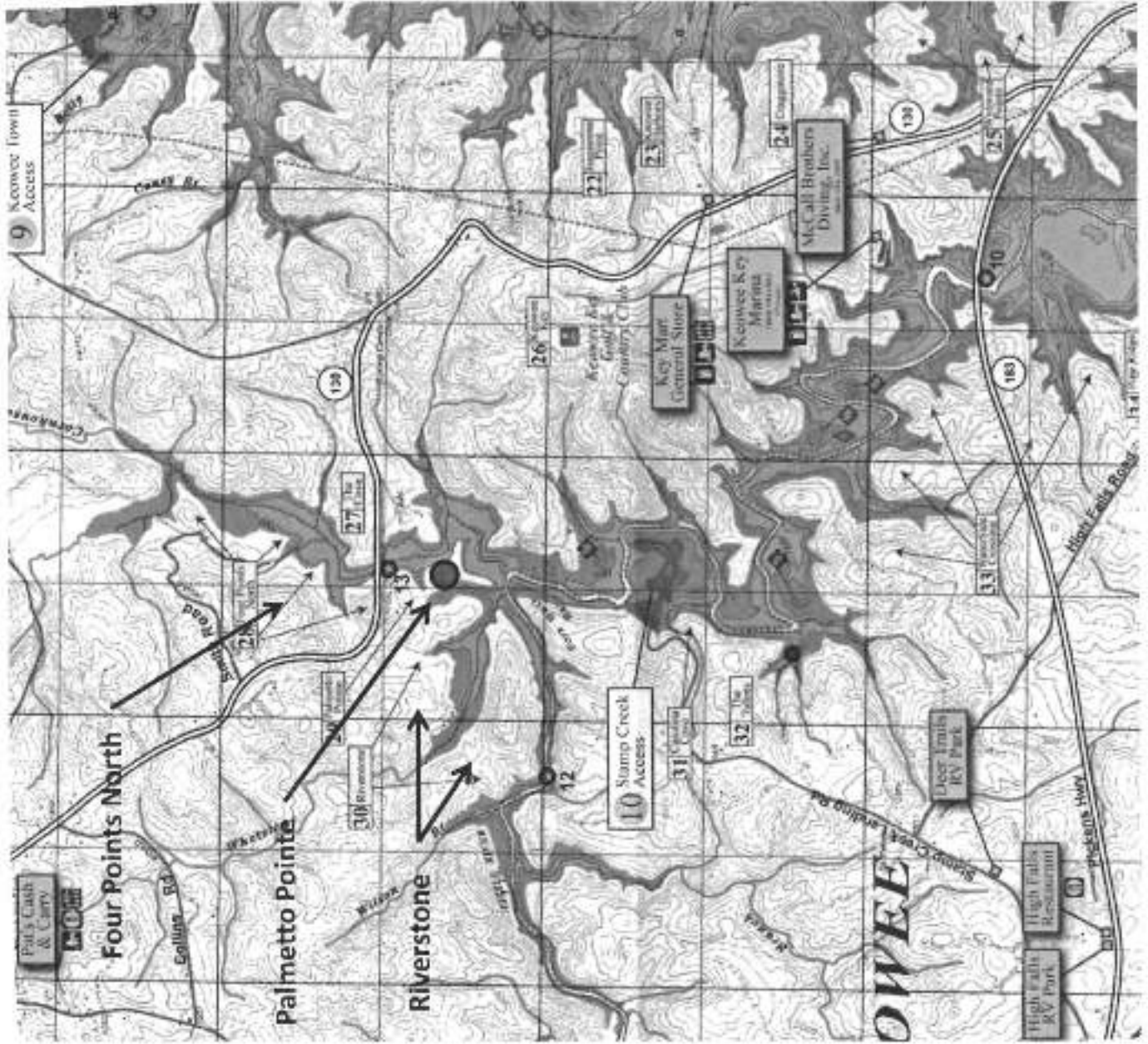
- If the fill application is approved, there will be further requirements to various agencies with public comment periods.
- Ultimately, there will have to be FERC approval of a lease of small amount of land for the construction of the docks.

Commercial Marinas

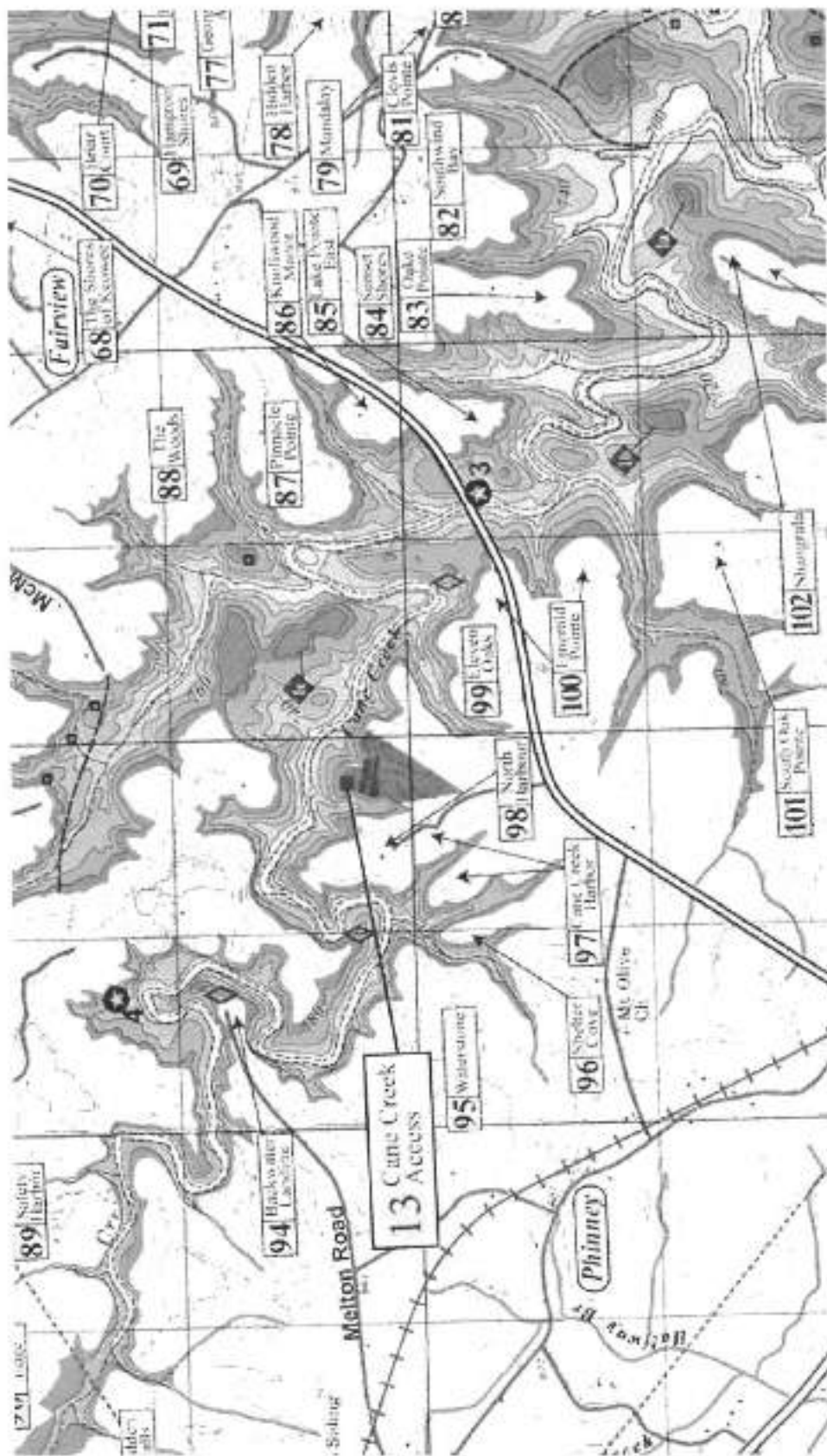
Palmetto Pointe Marina Complex

Considering that there are only four boat pump out stations on the lake, FOLKS is not against additional Commercial Marinas.

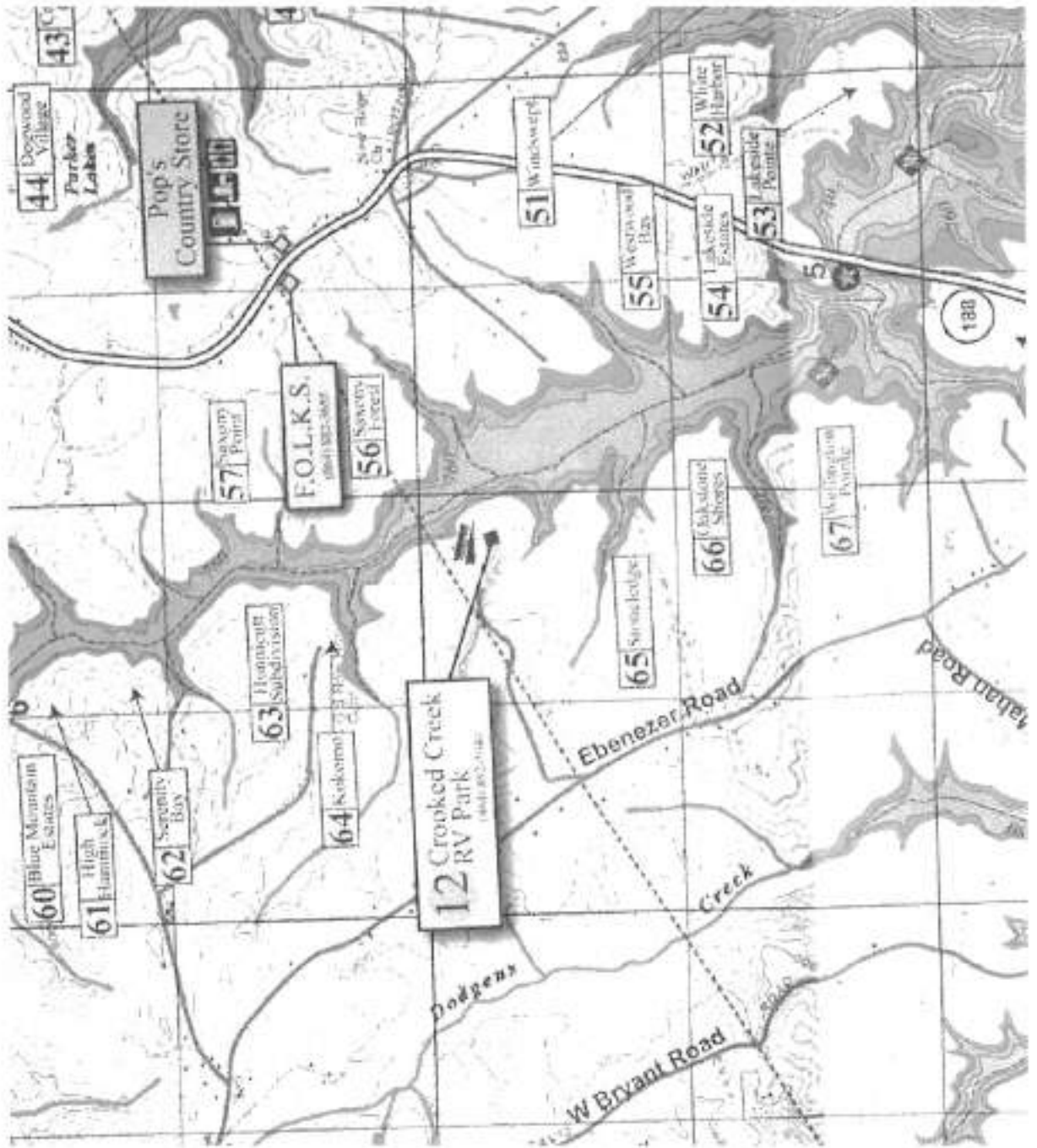
FOLKS favors Oconee that Oconee County be in the decision process on how many will be allowed and where they will be allowed.



CANE CREEK



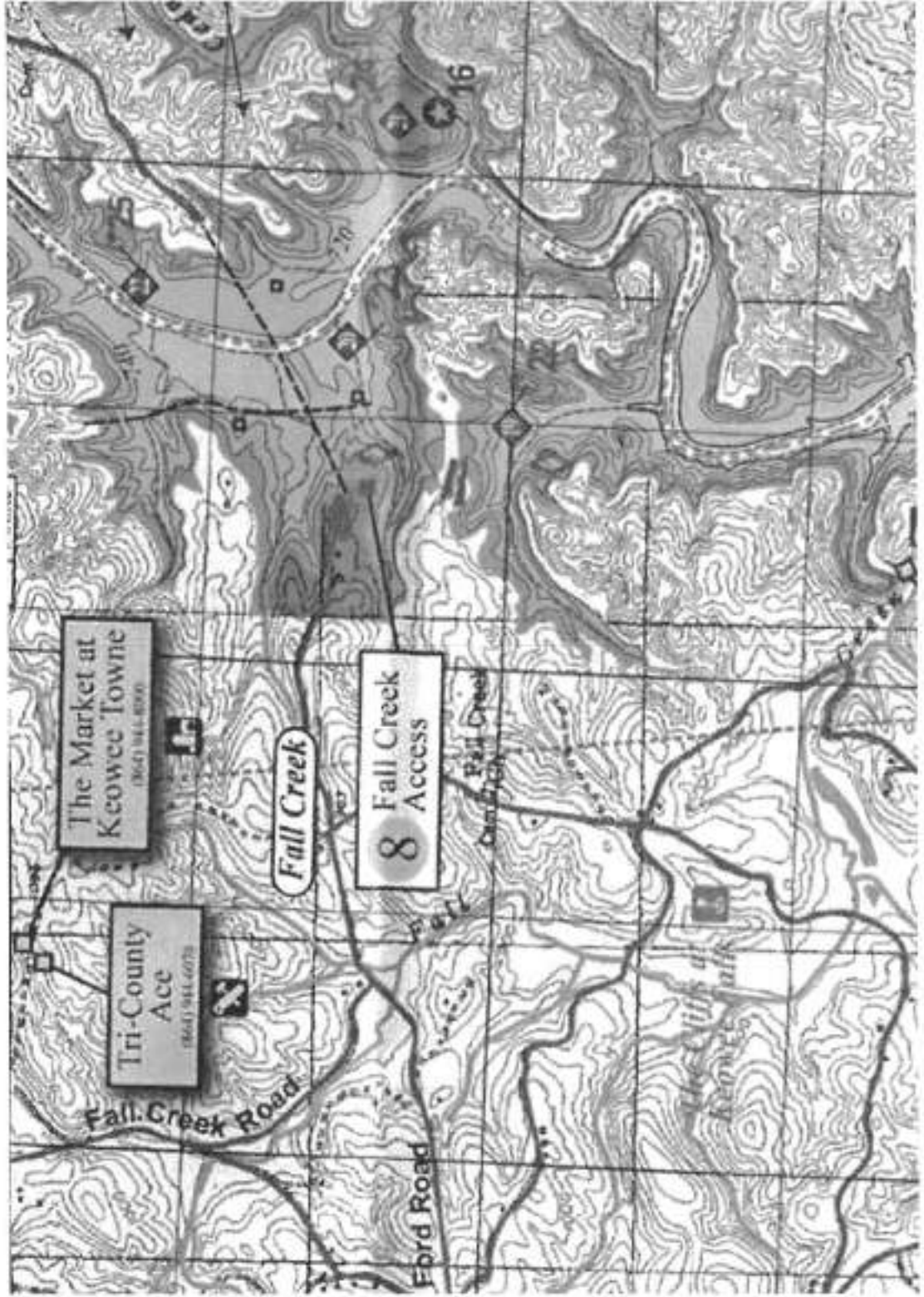
CROOKED CREEK RV PARK



CROWE CREEK LANDING



FALL CREEK LANDING



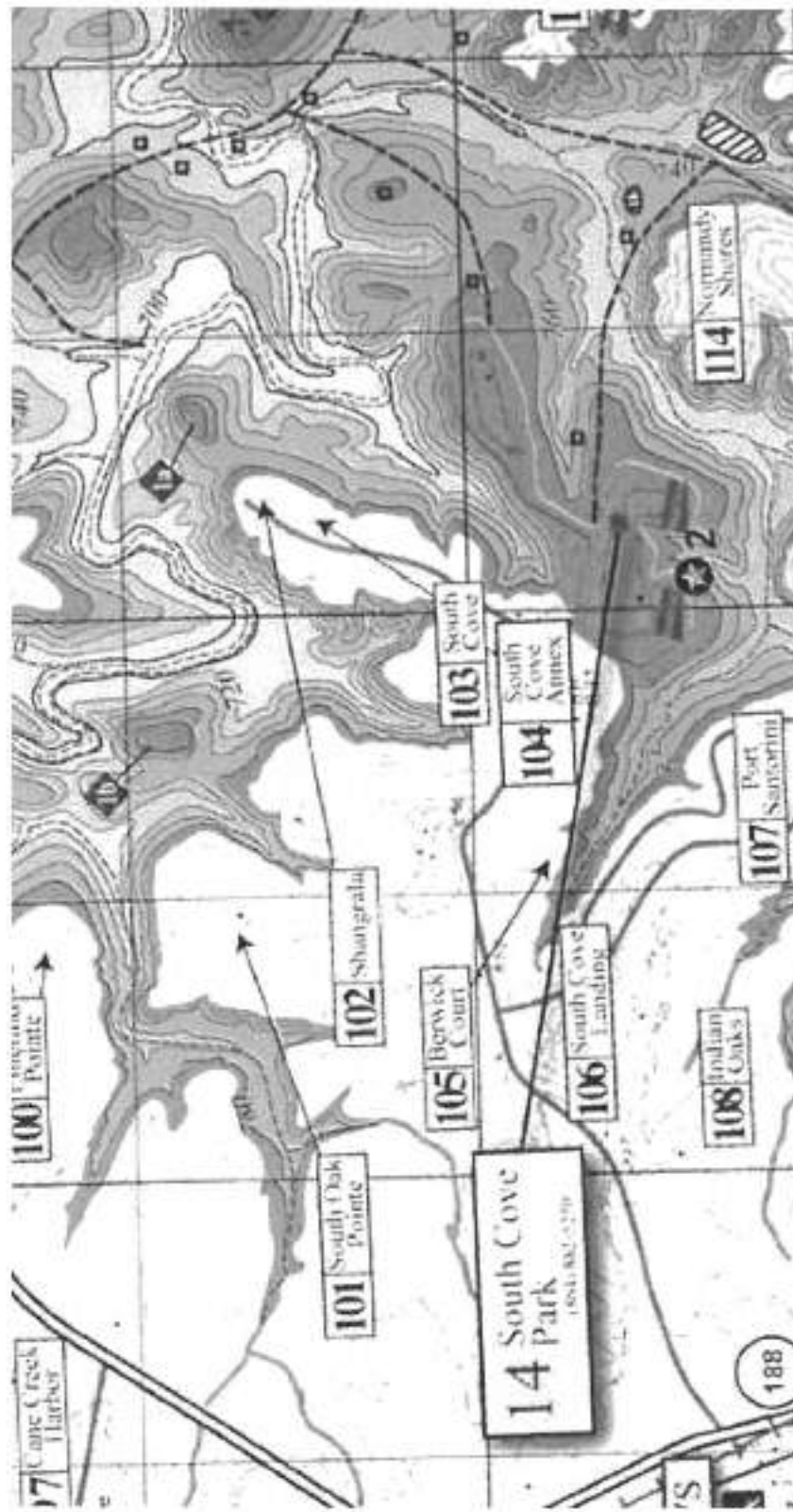
KEOWEE TOWNE, MILE CREEK, GAP HILL



LAKE KEOWEE MARINA



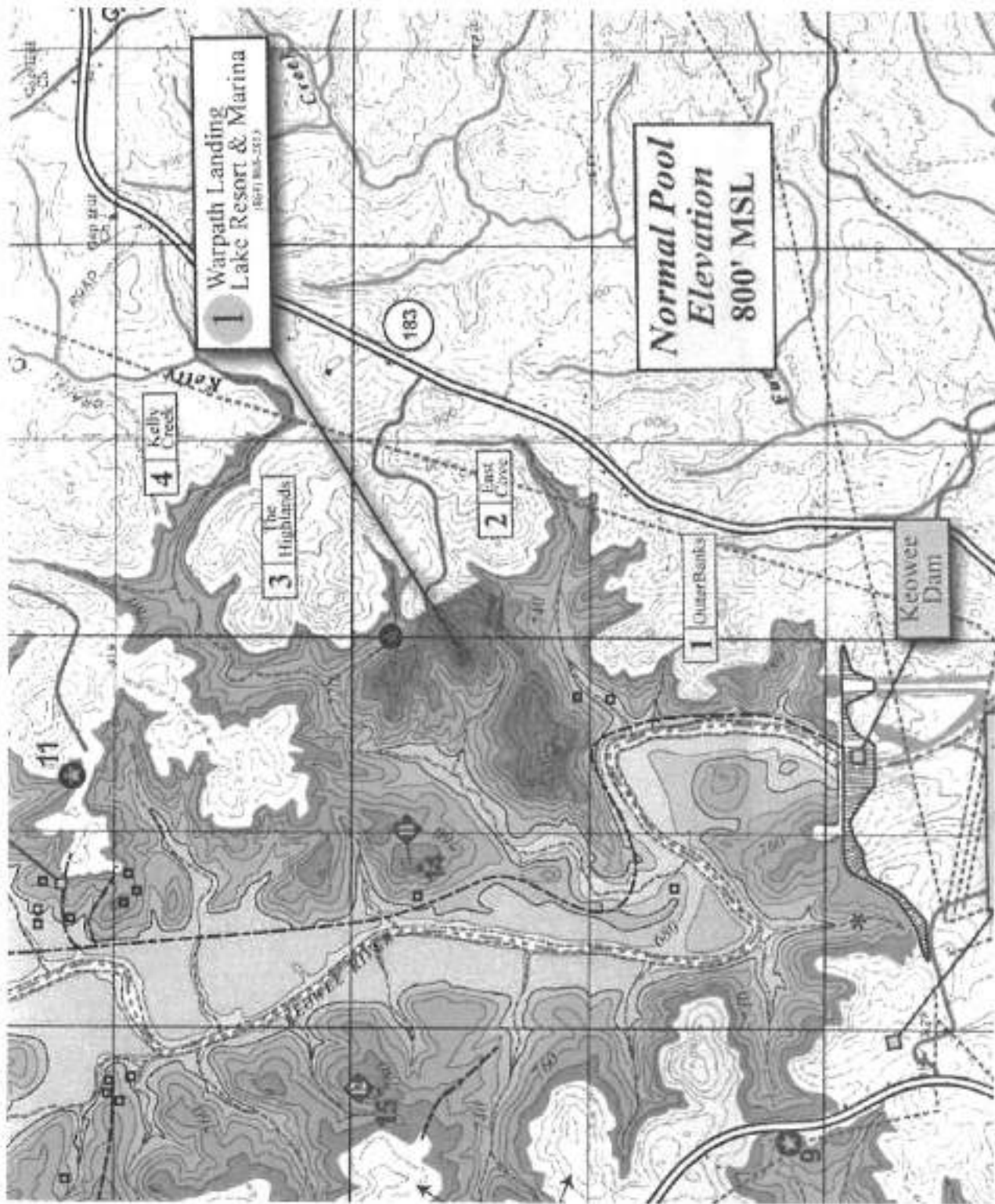
SOUTH COVE PARK



STAMP CREEK LANDING



WARPATH LANDING



Boat Ramp & Other Public Facilities on Lake Keowee

	Boat Ramp	Pump Out	Location
Palmetto Pointe	Y	Y	approx 1 mile upstream from lake
Cane Creek Access	Y	N	open water south end
Crooked Creek RV Park	Y	Y	open water middle
Crow Creek Access	Y	N	approx 1.5 miles from big water - middle
Fall Creek Access	Y	N	big water north end
Gap Hill Landing	Y	N?	big water middle-north
High Falls Park	Y	N	big water middle
Keowee Towne Access	Y	N	big water middle
Lake Keowee Marina	Y	Y	near big water
Mile Creek Park	Y	N	big water middle-north
South Cove Park	Y	N	big water south end
Stamp Creek Park	Y	N	approx 0.75 miles upstream from lake
Warpath Landing	Y	Y	big water – middle – not yet developed

1. FOLKS' environmental concerns include tremendous amount of impervious coverage in the Marina Plan which will result in significant runoff pollution of the Little River; the possible spills of oil and gasoline that may happen at any marina.
2. Our additional concerns stem from FOLKS involvement as a stakeholder in the development of the current Lake Keowee Shoreline Management Plan where we participated in the Recreation Use and Needs Study (RUNS) as well as the Recreation Management Plan. An important part of that work was a Boat Carrying Capacity Study. It was clearly shown that, particularly on holiday weekends, narrow areas of the lake are at a high level of usage. This led us, at the time, to request that the decision on the number of boats for Warpath Landing be delayed until the Boat Capacity Study was completed. This request was denied by the FERC.
3. In reviewing the public marinas on Lake Keowee and where they have been placed, it is clear that the vast majority of them (~70%) have been sited on or very close to "big water". The reason for such placement affords easy access and avoids a long trip up a stream with many turns and narrow places. The Marina in question is approximately 1 mile from "big water" and would therefore be susceptible to overcrowding on holiday and other heavy use times.
4. We assume that the intensity of impervious coverage may be one reason why the developer is considering the purchase on land from Four Points North for placement of a drainfield for the marina project.

5. We believe that this would, in effect, place a commercial use on the Four Points North property which, from our past experience with Crescent Resource, would have covenants prohibiting any use other than single family homes.
6. We have communicated this to the County Planning Department and requested that they check the covenants and obtain from the County Attorney an opinion as to whether the drainfield would constitute a disallowed commercial use on the Four Points North property.
7. We are certain that you will hear from speakers from the communities adjacent to and/or close to the proposed marina and they will detail their concerns about the numerous negative impacts of the proposed marina, including: traffic on and off the water; lights at night; noise and other quality of life and safety issues.
8. In closing, by implementing commercial development standards on the Lake Overlay and having any such applications come before the Planning Commission, you will afford the nearby residents and citizens at large, the opportunity to present their positions and concerns in a much more fair atmosphere compared to written comments to USACE, FERC, DHEC and other governmental agencies.

Documents attached are backup material for Mr. Turetzky's
Extended Public Comment.

U.S. Army Corps of Engineers
ATTN: REGULATORY DIVISION
1835 Assembly Street Room 865B-1
Columbia SC 29201

January 27, 2010

Attn: Kristin Riegel
Re: P/N # 2009-1019-61F

The Friends of Lake Keowee Society (FOLKS) is a 501c3 Tax-Exempt Watershed Organization founded in 1993. We have a paid membership of approximately 3000 individual and local corporations and businesses, who reside in Oconee and Pickens Counties. The great majority of the membership reside in Oconee County since that is where the most intensive development on Lake Keowee has taken place. Of those 3000 members the largest concentration exists within Keowee-Key, which residential development is literally across Stamp Creek from the proposed Marina Complex Development under consideration.

FOLKS has participated as an NGO Stakeholder in the development of the Duke Energy Shoreline Management Plan; in the Recreation Use and Needs (RUNS) Study as well as in the Recreation Management Plan (RMP). We are now an NGO Stakeholder in the Relicensing Process of the Keowee-Toxaway Project which will include an update of the Shoreline Management Plan. It is currently Duke-Energy's stated intent to not make any changes in the current SMG as part of the KT Relicensing. We have already stated that we do not agree with that intent but fully realize that what is in effect now controls what they will allow now.

Against all of this background there is a significant, critical disconnect between the permitting processes of the USACE, SCDHEC, Duke Energy and what is on the ground in various stages of growth and development above "the project boundaries". The provisions of the Duke-Energy SMP will allow this project to move forward, and as noted above, FOLKS is developing an ever-increasingly stronger position that the current provisions are inconsistent with and do not fully meet the needs "above the project boundary."

It is not until one is confronted with a proposal such as the instant one that there comes a realization of exactly what the provisions in the SMP for "Commercial Marinas" will allow. In the evolution of the current SMP, out the context of a real application, we and obviously, other interested, intelligent, caring individuals and organizations did not foresee the unacceptable effects of a possible approval of a "Palmetto Pointe Commercial Marina Complex".

We realize that what is being solicited are comments on the placement of a small amount of fill for the construction of a commercial boat ramp but we cannot, in all good conscience, accept the isolation of this "little issue" from the real issue at hand - which is, the construction of an incompatible commercial project in the midst of a growing residential area situated along a winding, narrow waterway. In addition to the substantial number of homes with individual docks already on the ground, the Riverstone Residential Community, although several years old, is only in the beginning stages of development and the "Four Points North" development just across the Route 130 bridge from the proposed marina is still in the stage of installation of internal roadways and infrastructure.

The existing boat traffic level will grow significantly from what has already been approved "above the project boundary" and the addition of the proposed number of watercraft on the water and in dry storage associated with this proposed commercial development, coupled with a restaurant and small hotel, will, we believe, result in exceeding the boat carrying capacity of this small waterway.

In addition, we are now in possession of the comments of the Riverstone Owners Association as well as SCDHEC Public Notice which shows the complete Plat Plan and other details. To us, what appears to have happened with this property is that it was originally platted for a small residential community with water service and individual septic systems. As the economy turned down and housing virtually came to a standstill, the applicant or former property owner (we do not know if this is the original developer or a successor) did some research which determined that a "commercial marina" is an allowable use under the Duke Energy Shoreline Management Guidelines and we now are presented with a proposal that is significantly different from single family residential; a proposal which calls for a tremendous increase in impervious surface covering with the attendant polluting runoff; both a boat pump out facility as well as a commercial restaurant and a ten room lodge such that the sanitary waste from the entire project will be both greater in volume and more complex in composition than single home septic waste. The restaurant presents the septic composition complexity with oils and grease. Since the proposal calls for the use of the entire 13+ acres, they propose to use a lift station to pump effluent under route 130 to a large drain field which will be situated on two lots in the Four Points North Community across 130. It is not clear to us what kind of pre-treatment there will be and where it will be situated but the lift-station itself will necessarily be relatively close to the lake shoreline with the attendant possibility of power-failure-caused overflows of raw sewage.

We believe that this permit request is a classical case of getting the "horse before the cart". Just as in the case a development on the ground being required to conduct and submit a traffic impact study, it is patently irresponsible for this request for a "little bit" of fill for a commercial boat ramp to even be considered without such a boat traffic analysis being required. By copy of these comments to Duke Energy Shoreline Management, we are requesting that they advise the applicant to withdraw this request to the USACE and that they direct the applicant to conduct such a boat traffic impact study.

In the event that this application is allowed to proceed in spite of the above argument, we strongly urge that the USACE convene a public hearing. We assure you that you will find substantial public interest and great concern with this proposal.

Thank you very much for allowing us to comment on this critical request and we look forward to a public meeting.

Ben Turetzky, Executive Director, FOLKS

cc: SCDHEC
Duke Energy Shoreline Management

Oconee Council Chairman Reg Dexter

January 31, 2010

Cc: Council Members
cc: Planning Commission
cc: Planning Department

Re: Palmetto Pointe Proposed Commercial Marina Development

Dear Chairman Dexter:

We have attached a copy of comments that FOLKS has presented to USACE and SCDHEC regarding the above-referenced proposed development. FOLKS, as well as other organizations and homeowners in the environs of the proposal, are concerned about the possible impacts, including: boating safety due to the increased boat traffic in a narrow, winding stretch of the Little River; possible problems with the arrangement for handling sanitary waste – by pumping up septic output from lakeside under route 130 to a drain field within the Four Pointe North emerging development; and the negative effect the noise on an established residential community and additional residential communities under development.

The original approval for Palmetto Pointe was for a small single-family residential development served by individual on-site septic systems, which was perfectly compatible with the surrounding land use. We assume that with the downspin in the housing market the developer was sitting with a piece of land that did not have very good prospects for short term return and he looked for alternatives and found that a Commercial Marina was allowed.

The Duke-Energy Shoreline Management Plan (SMP) has a number of criteria which must be met and the proposal evidently met those requirements. This started the process of various approvals, the first of which are from USACE for the placement of some fill into the waterway for erection of a concrete boat ramp and from SCDHEC.

We anticipate and certainly hope that there will be a public hearing on this proposal in Oconee County. We are in the process of determining how many more such situations may occur, i.e. areas where Commercial Marinas are permitted by the SMP. We believe that the establishment of a restaurant, 10 room ledge, and marine store and on and off water significant boat storage are not

Compatible with the existing single family residential area and could very well diminish the assessed values of the homes in the area with the attendant eventual impact on a reduction of tax revenues by the County. There are at least two remedies to this issue: The County establish development standards or zoning requirements within the Lake Overlay Zone or for the land owners in each of the as yet, undetermined, areas of the County upon which Commercial Marinas may be permitted by Duke Energy with the approvals of the various Federal and State Agencies, petition the County for rezoning so as to not allow Commercial Marinas within their Zoning District. We believe that it is in the best interests of Oconee County for the first alternative to be chosen. This would not mean that Commercial Marinas would be disallowed in all areas but it would give the County, with public input, the authority to allow or not allow them in any specific area for good reason in accordance with the development standards or zoning requirements.

Thank you very much for considering this matter.

Sincerely yours,

Bill Graham

Tuesday, February 16, 2010, @ 6:00PM

The Oconee Men's Outreach continue to pray for you, the members of our Oconee County Council: As you wrestle with the monetary problems facing Oconee County during these critical times of limited financial resources.

Starting in March we are asking God to work within you an appreciation of the importance of how God can provide guidance at significant forks in the road of your managing the business of Oconee County, by applying His Word in 2 Chronicles 20.12. We have personalized this Bible passage as follows: "O our God... Chairman Reg Dexter, Paul Corbeil, Wayne McCall, Mario Suarez and Joel Thrift... have no might... neither know they what to do: but their eyes are upon Thee." It is in the name of Jesus, that we are asking God to apply this Scripture in giving you overwhelming blessings in choosing the path-forward as Council members.

As a reminder of our prayers for you the Council, we wish to provide each of you and the members of your staff present here with two cards inscribed as follows:

**Father, please apply Your Word
in my life today, including -
2 Chronicles 20.12: O our God
...we have no might...
neither know we what to do:
but our eyes are upon Thee**

Our request is that the business card be carried in your wallets as a periodic reminder of our prayers, and the 3 X 5 card be placed on your desk during your meetings, where you can reference God's Word as you consider the business of Oconee County.

Thanks for your commitment to Oconee County and blessings on your day!

For the Praying Men,
Frank Kieninger
1012 Fleming Lane
Seneca, SC 29672
864-888-4480

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: February 16, 2010

COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Third Reading of Ordinance 2009-27; An Ordinance to Amend the Zoning Enabling Ordinance Pursuant to a Citizen-Initiated Rezoning Request

BACKGROUND OR HISTORY:

The proposed Ordinance 2009-27 stems from a citizen-initiated rezoning request submitted by Ms. Marcia Spaeth on November 12, 2009. The request was accompanied by the signatures of 56% of the owners of the parcels proposed for rezoning. The ordinance will rezone a series of 109 parcels located in the Parkview East and Parkview South communities, near Lake Hartwell, from the Control Free District (CFD) into the Lake Residential District (LRD). County Council took Second Reading on January 19, 2009.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]

If no, explain briefly: N/A

STAFF RECOMMENDATION:

Take Third Reading on Ordinance 2009-27.

FINANCIAL IMPACT:

None Anticipated

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much: N/A

ATTACHMENTS

Map showing rezoning proposal.

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Grants

_____ Procurement

Submitted or Prepared By:

Art H

_____ Department Head/Elected Official

Approved for Submittal to Council:

J.E. Klugh

_____ J.E. Klugh, Interim County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2009-27

AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council"), is authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the "Act"), codified in Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended (the "Code") to adopt zoning regulations and districts; and,

WHEREAS, Oconee County Council has heretofore, by and through its Zoning Enabling Ordinance, 2007-18, finally adopted on November 6, 2008 (the "Zoning Enabling Ordinance", or "ZEO"), codified at Chapter 38 of the Oconee Code of Ordinances (the "Oconee County Code"), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

WHEREAS, subsequent to the adoption of the Zoning Enabling Ordinance, a request for rezoning a series of parcels pursuant to provisions established in the Ordinance was duly presented to County Council; and,

WHEREAS, in accordance with the Act and the Zoning Enabling Ordinance, Oconee County Council has referred such matters to the Oconee County Planning Commission for their review, particularly regarding the proposed amendment's compliance with the Oconee County Comprehensive Plan. The Oconee County Planning Commission has, in fact, reviewed the rezoning request, and by majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and recommends adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend the Zoning Enabling Ordinance, as codified at Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the review, comments, and recommendations of the Oconee County Planning Commission and the public, and to otherwise ratify and reaffirm the Zoning Enabling Ordinance and other provisions of Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby,

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled that:

1. Chapter 38 of the Oconee County Code of Ordinances is hereby amended, as follows, and in the following details, only:

A. The following parcels previously zoned in the Control-Free District (CFD), and duly identified on the Official Zoning Map to be in the Control-Free District, are hereby rezoned, and shall be in the Lake Residential District (LRD), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the LRD in Chapter 38 of the Code.

Parcel (Tax Identification Number)

339-00-01-034	339-01-02-013	339-04-01-020
339-00-01-040	339-01-02-014	339-04-01-021
339-00-01-041	339-01-02-015	339-04-01-022
339-00-01-042	339-01-02-016	339-04-01-024
339-00-01-043	339-02-01-001	339-04-01-025
339-01-01-001	339-02-01-003	339-04-01-026
339-01-01-002	339-02-01-004	339-04-01-027
339-01-01-003	339-02-01-005	339-04-01-028
339-01-01-004	339-02-01-006	339-04-01-029
339-01-01-005	339-02-01-007	339-04-01-030
339-01-01-006	339-02-01-008	339-04-01-030
339-01-01-007	339-02-01-009	339-04-02-001
339-01-01-008	339-02-01-010	339-04-02-002
339-01-01-009	339-02-01-011	339-04-02-003
339-01-01-010	339-02-01-012	339-04-02-004
339-01-01-011	339-02-01-013	339-04-02-005
339-01-01-012	339-02-01-014	339-04-02-006
339-01-01-013	339-02-01-016	339-04-02-006
339-01-01-014	339-02-01-017	339-04-02-007
339-01-01-015	339-02-01-018	339-04-02-008
339-01-01-016	339-02-01-018	339-04-02-008
339-01-01-018	339-02-01-019	339-04-02-009
339-01-01-019	339-02-01-020	339-04-02-010
339-01-01-020	339-02-01-021	339-04-02-010
339-01-01-021	339-02-01-022	339-04-02-011
339-01-02-001	339-02-02-003	339-04-02-012
339-01-02-002	339-04-01-001	339-05-01-001
339-01-02-003	339-04-01-002	339-05-01-003
339-01-02-004	339-04-01-003	339-05-01-004
339-01-02-005	339-04-01-004	339-05-01-005
339-01-02-006	339-04-01-005	339-05-01-005
339-01-02-007	339-04-01-006	339-05-01-006
339-01-02-008	339-04-01-007	339-05-01-007
339-01-02-009	339-04-01-008	339-05-01-008
339-01-02-011	339-04-01-009	339-05-01-009
339-01-02-012	339-04-01-014	339-05-01-010
	339-04-01-015	339-05-01-011
	339-04-01-016	339-05-01-012
	339-04-01-017	
	339-04-01-018	
	339-04-01-019	

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. The Zoning Enabling Ordinance, Ordinance 2007-18, and Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

Passed and approved this _____ day of _____, 2010.

OCONEE COUNTY, SOUTH CAROLINA

By:

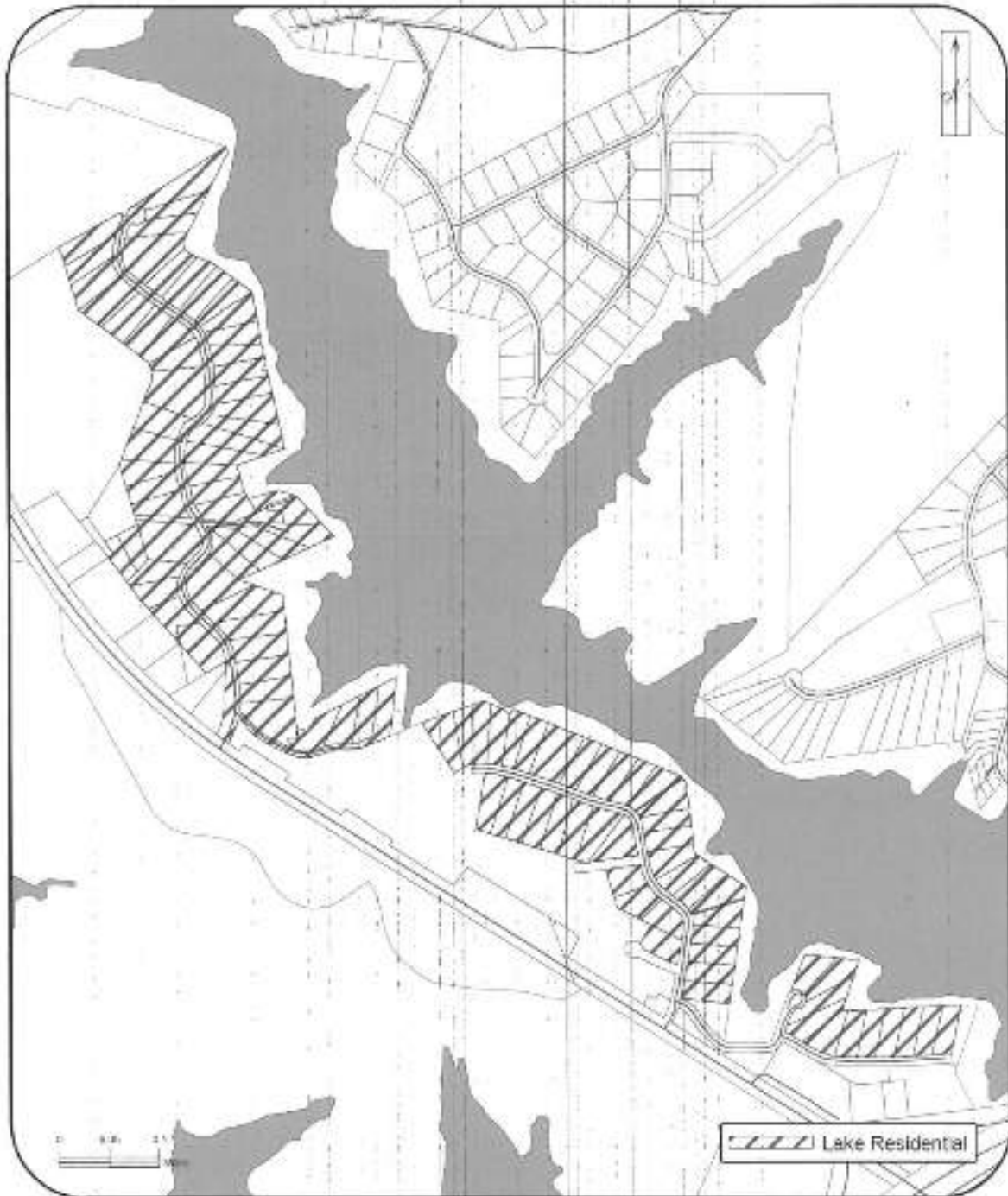
Reginald T. Dexter, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: December 15, 2009
Second Reading:
Public Hearing:
Third & Final Reading:

APPENDIX A
Parcels Rezoned by Ordinance 2009-27



AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 16, 2010
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE OR DESCRIPTION:

Second Reading of Ordinance 2009-22 AN ORDINANCE OF THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA DESIGNATING OCONEE COUNTY, SOUTH CAROLINA AS A RECOVERY ZONE FOR PURPOSES OF SECTIONS 1400U-1, 1400U-2 AND 1400U-3 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING FINDINGS; PROVIDING FOR ELIGIBLE ACTIVITIES/PROJECTS FOR RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS AND PROVIDING FOR ELIGIBLE ACTIVITIES/PROJECTS FOR RECOVERY ZONE FACILITY BONDS.

BACKGROUND OR HISTORY:

In order to issue Recovery Zone Bonds the County Council must designate a recovery zone composed of an area with high unemployment rates and/or high home foreclosure rates. Based on the extremely high unemployment rate in the County, Ordinance-22 designates the entire County as a Recovery Zone. First reading in title only was approved on October 20, 2009. Second reading was postponed pending further guidance on the recovery zone bond requirements. The timing of the Recovery Zone designation is complicated in that, for purposes of Recovery Zone Facility Bonds, "recovery zone property" means, among other things, "the original use of which in the recovery zone commences with the taxpayer". As such, arguably, only the taxpayers who own property at the time of recovery zone designation may benefit from the issuance of Recovery Zone Facility Bonds. This may limit the ability to use Recovery Zone Facility Bonds to assist with financing of existing property, if such property was not owned by the particular business seeking the use of RZ Facility Bonds at the time of recovery zone designation. However, these bonds must be issued by December 31, 2010 and the State is considering measures to consolidate any unused bond opportunities for the State.

SPECIAL CONSIDERATIONS OR CONCERNS:

County staff is currently developing an application and evaluation process to be used if requests for Recovery Zone Facility Bonds are greater than the County's allocation. The County did not receive any funds for these bonds only the authority to issue bonds, which must be repaid.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]
If no, explain briefly:

STAFF RECOMMENDATION:

Take second reading of ordinances 2009-22.

FINANCIAL IMPACT:

None.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:


Are Matching Funds Available: Yes / No
If yes, who is matching and how much:

ATTACHMENTS

Reviewed By/ Initials:

County Attorney Finance Grants Procurement

Submitted or Prepared By:


Department Head/Elected Official

Approved for Submittal to Council:


Gene Klugh, Interim County Administrator

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2009-22

AN ORDINANCE OF THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA DESIGNATING OCONEE COUNTY, SOUTH CAROLINA AS A RECOVERY ZONE FOR PURPOSES OF SECTIONS 1400U-1, 1400U-2 AND 1400U-3 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING FINDINGS; PROVIDING FOR ELIGIBLE ACTIVITIES/PROJECTS FOR RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS AND PROVIDING FOR ELIGIBLE ACTIVITIES/PROJECTS FOR RECOVERY ZONE FACILITY BONDS.

SECTION I. FINDINGS

WHEREAS, Section 1401 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 added Sections 1400-1 through 1400U-3 to the Internal Revenue Code (the "Code"), authorizing state and local governments to issue Recovery Zone Bonds (as described below) through December 31, 2010 which provide tax incentives to state and local governments by lowering borrowing costs as a means to promote job creation and economic recovery to targeted areas particularly affected by employment declines.

WHEREAS, the United States Treasury Department established a national bond volume limitation of \$10 billion for Recovery Zone Economic Development Bonds and \$15 billion for Recovery Zone Facility Bonds (collectively referred to as "Recovery Zone Bonds"), which is allocated among the states in the proportion that each State's 2008 State employment decline bears to the aggregate of the 2008 State employment declines for all of the states ("Recovery Zone Bond Allocation").

WHEREAS, Recovery Zone Economic Development Bonds are taxable tax-credit governmental bonds that may be used to finance certain "qualified economic development purposes", defined as promoting development or other economic activity in a designated Recovery Zone, including (1) capital expenditures paid or incurred with respect to property located in the recovery zone, (2) expenditures for public infrastructure and construction of public facilities, and (3) expenditures for job training and educational programs. Recovery Zone Facility Bonds are private activity bonds that may be used to finance certain "recovery zone property" located within a designated Recovery Zone.

WHEREAS, Each state that has received a Recovery Zone Bond Allocation is required, without discretion, to reallocate such allocation among the counties and large municipalities (min. 100,000 population) in such state in the proportion that each

county's or municipality's 2008 employment decline bears to the aggregate of the 2008 employment declines for all the counties and municipalities in such state.

WHEREAS, Oconee County has been allocated \$3,301,000 in Recovery Zone Economic Development Bonds and \$4,952,000 in Recovery Zone Facility Bonds, which must be issued on or before December 31, 2010.

WHEREAS, Section 1400U-1(b) of the Code provides that a recovery zone means: (1) any area designated by the issuer as having significant poverty, unemployment, rate of home foreclosures, or general distress; (2) any area designated by the issuer as economically distressed by reason of the closure or realignment of a military installation pursuant to the Defense Base Closure and Realignment Act of 1990; and (3) any area for which a designation as an empowerment zone or renewal community is in effect as of February 17, 2009.

WHEREAS, The unemployment rate in Oconee County has consistently exceeded both the State of South Carolina and national averages, and now exceeds 14% (August 2009).

WHEREAS, The high unemployment rate in Oconee County has impacted citizens and businesses throughout the county and has resulted in the general distress of the County. Accordingly, it is in the best interest of Oconee County that the entire geographic area of the County be designated a "Recovery Zone" for purposes of issuing Recovery Zone Bonds to promote job creation and economic recovery.

SECTION 2: DESIGNATION OF RECOVERY ZONE

Pursuant to Section 1400U-1 of the Code, the entire geographic area of Oconee County, South Carolina is hereby designated as a "Recovery Zone" for the purpose of issuing Recovery Zone Bonds.

SECTION 3: ISSUANCE OF RECOVERY ZONE BONDS

Appropriation of Recovery Zone Bond proceeds will be at the discretion of the Oconee County Council based on project qualifications.

SECTION 4: RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS – ELIGIBLE ACTIVITIES/PROJECTS.

Eligible activities or projects that qualify for issuance of Recovery Zone Economic Development Bonds include activities or projects within the Recovery Zone that promote economic development, as measured by, among other things, the criteria set forth in Section 6 herein, and may include:

- (1) Capital expenditures paid or incurred with respect to property located in the Recovery Zone;

- (2) Expenditures for public infrastructure and construction of public facilities; and
- (3) Expenditures for job training and educational programs.

SECTION 5: RECOVERY ZONE FACILITY BONDS – ELIGIBLE ACTIVITIES/PROJECTS

Eligible activities or projects that qualify for issuance of Recovery Zone Facility Bonds include certain private activity bonds issued on behalf of qualified borrowers for projects located within the designated Recovery Zone, including qualifying capital improvements and infrastructure projects. Provided, however, qualifying projects do not include any private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, racetrack or other facility used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

SECTION 6: CRITERIA FOR ACTIVITY/PROJECT INVESTMENT

Eligible projects or activities for funding from Recovery Zone Bond proceeds shall be selected by Oconee County Council in its sole discretion based upon various factors including, but not limited to, one or more of the following criteria:

- (a) Type of Industry;
- (b) Number of current and/or projected employees;
- (c) Average wage of employees;
- (d) Capital investment;
- (e) Average job growth;
- (f) Financial stability;
- (g) New product development;
- (h) Growth of sales;
- (i) Percentage of product or service exported out of County;
- (j) Results of an economic impact study;
- (k) Sustainability element;
- (l) Commitment to local procurement and local hiring;
- (m) National/state recognition;
- (n) Regional impact; or
- (o) Any such other activity or factor proposed by the applicant that can be demonstrated in a satisfactory fashion to the Oconee County Council to promote economic development within the County.

SECTION 7: INVESTMENT AMOUNT

The investment amount for each activity/project shall be based on the amount of available funds, estimated project value, one or more of the criteria set forth in Section 6, and any other factors determined by the Oconee County Council to be in the public interest.

SECTION 8: COMPLIANCE

All activities or projects financed through the issuance of Recovery Zone Bonds shall comply with all applicable existing Federal, State, and Local laws, rules, and regulations.

SECTION 9: SEVERABILITY CLAUSE

If any provision of this article or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the act which can be given effect without the invalid provision or applications. To this end, the provisions of this article are declared severable.

SECTION 10: SUNSET DATE

This ordinance shall automatically sunset on December 31, 2010, unless otherwise reaffirmed or otherwise amended by the Oconee County Council prior to that date.

[Execution Page Follows]

Enacted by the County Council of Oconee County, South Carolina this ____ day of _____, 2010

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Reginald T. Dexter
Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse,
Clerk to County Council

First Reading: October 20, 2009 [in title only]
Second Reading: February 16, 2010
Public Hearing:
Third & Final Reading:

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2010-04

**AN ORDINANCE TO AMEND THE AGREEMENT AUTHORIZED BY
ORDINANCES NO. 2006-027 AND 2008-017 RELATING TO THE
INDUSTRIAL/BUSINESS PARK OF OCONEE AND PICKENS
COUNTIES SO AS TO ENLARGE THE PARK.**

WHEREAS, pursuant to Ordinance No. 2006-027 enacted on December 5, 2006 by Oconee County Council, Oconee County (the "County") entered into an Agreement for Development of Joint County Industrial and Business Park dated as of January 16, 2007 with Pickens County (the "Agreement"), which was subsequently amended by Ordinance No. 2008-17 enacted on October 21, 2008 by the County resulting in the Agreement as amended by the First Amendment to the Agreement dated November 3, 2008 (hereinafter collectively referred to as the "Park Agreement"); and

WHEREAS, pursuant to Section 3 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the respective County Councils of the County and Pickens County; and

WHEREAS, the County is desirous of enlarging the Park by the addition of the property described on Exhibit A of the Second Amendment to the Agreement, attached hereto; and

NOW, THEREFORE, be it ordained by Oconee County Council that the Park Agreement is hereby and shall be amended by the Second Amendment to the Agreement to include the property in Oconee County described in the schedule attached to the Second Amendment to the Agreement as Exhibit A (as such description may be hereafter refined), and that the Chairman of Oconee County Council is hereby authorized to execute and deliver any desired amendments to the Park Agreement necessary to accomplish the within enlargement.

Section 1. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Second Amendment to the Agreement and the performance of all obligations of the County under and pursuant to the Second Amendment to the Agreement and this Ordinance.

Section 2. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

DONE in meeting duly assembled this ____ day of March, 2010.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Reginald T. Dexter, Chairman, County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First Reading: February 16, 2010
Second Reading: March 2, 2010
Public Hearing: March 16, 2010
Third Reading: March 16, 2010

Addition to Exhibit A (Oconee County)
Agreement for Development of Joint County
Industrial Park dated as of January 16, 2007,
Amended on November 3, 2008
and _____, 2010
Between Oconee County and Pickens County

Tract 3 Greenfield Automotive Industries, Inc.

All that piece, parcel or tract of land situate, lying and being in the County of Oconee, State of South Carolina, located on the Southern side of U.S. Highway 76 and 123 and being more particularly shown and designated as a tract of land containing 78.20 acres, more or less, on a plat entitled "Plat of a Tract of Land Surveyed at the Request of The First National Bank of Boston" by Farmer & Simpson Engineers, dated June 3, 1986 and recorded in the office of the Clerk of Court of Oconee County, South Carolina in Plat Book P-51 at page 132, and being more particularly described, according to said plat as follows:

Beginning at an iron pin (P.O.B.) located on the southwest edge of the right of way for U.S. Highway 76 and 123 and at the northwestern most corner of said tract of land (said corner being a common corner with the northeastern most corner of lands now or formerly of Delta Corporation) and running thence along the southwestern edge of the right of way for U.S. Highway 76 and 123 S 63 degrees - 19' E 1,890.8 feet to an iron pin corner; thence S 22 degrees - 57' W 456.9 feet to an iron pin corner; thence S 02 degrees - 07' E 261.1 feet to a nail and bottle top; thence S 38 degrees - 42' W 243.9 feet to a nail and bottle top located within the right of way for Highway S-439; thence S 32 degrees - 40' W 248.5 feet to a nail and bottle top located in the center of the right of way for Highway S-439; thence S 25 degrees - 27' W 240.3 feet to an iron pin corner; thence N 86 degrees 32' W 249.9 feet to an iron pin corner; thence S 86 degrees-19' W 593.3 feet to an iron pin corner; thence S 09 degrees - 16' W 241.6 feet to an iron pin corner; thence N 78 degrees - 56' W 673.4 feet to an iron pin corner; thence N 05 degrees - 25' W 398.7 feet to an iron pin corner; thence N 09 degrees - 32' E 798.4 feet to an iron pin corner; thence N 23 degrees - 02' W 365.0 feet to an iron pin corner; thence N 75 degrees - 09' E 132.3 feet to an iron pin corner; thence N 24 degrees - 28' E 796.4 feet to the POINT OF BEGINNING. Said tract of land is bounded on the North by the right of way for U.S. Highway 76 and 123, on the East by lands of various owners, on the South by lands now or formerly of Clemson University and U.S. Government Hartwell Reservoir and on the West by lands now or formerly of U.S. Government Hartwell Reservoir and Delta Corporation.

LESS AND EXCEPT all that certain piece, parcel or tract of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by deed dated December 22, 2003, and recorded on December 31, 2003, in the Office of the Register of Deeds of Oconee County, South Carolina in Book 1302, page 345.

LESS AND EXCEPT all that certain piece, parcel or tract of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by deed dated March 4, 1996 and recorded on April 10, 1996 in the Office of the Register of Deeds of Oconee County, South Carolina in Book 857, page 305.

BEING commonly referred to as 2501 Davis Creek Road, Seneca, Oconee County, South Carolina and as Tax Map/Parcel Numbers 226-00-04-006 and 226-00-04-020.

General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended ("Section 4-1-170"), satisfies the conditions imposed by Article VIII, Section 13(d), of the Constitution and provides the statutory vehicle whereby a joint county industrial park may be created.

3. **Second Amendment to the Agreement.** As of the date of this Second Amendment to the Agreement, the First Amendment to the Agreement and the Agreement as previously amended is further amended, in accordance with Section 3(B) of the Agreement, so to expand the Park premises in Oconee County by the addition of one (1) tract of land, to be shown as "Tract 3" on the revised Exhibit A, attached hereto, which shall amend, replace, and supersede the previously amended Exhibit A to the Agreement which was in effect prior to execution of this Second Amendment to Agreement.

4. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Second Amendment to Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Second Amendment to the Agreement.

5. **Termination.** All other terms and conditions of the Agreement as amended by this Second Amendment to the Agreement, and as previously amended, shall remain in full force and effect.

WITNESS our hands and seals of this ____ day of March 2010.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Reginald T. Dexter, Chairman of County Council
Oconee County, South Carolina

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

WITNESS our hands and seals as of this ____ day of March, 2010.

PICKENS COUNTY, SOUTH CAROLINA

By: _____
G. Neil Smith, Chairman of County Council
Pickens County, South Carolina

ATTEST:

By: _____
Donna Owens, Clerk, County Council
Pickens County, South Carolina

**EXHIBIT A
LAND DESCRIPTION
OCONEE COUNTY**

TRACT 1

Timken US Corporation
430 Torrington Road
Walhalla, South Carolina 29691

All that certain piece, parcel or tract of land situate, lying and being in West Union School District, Oconee County, South Carolina, containing 103.45 acres, more or less, as will appear by plat thereof prepared by Schumacher Engineering Services, Dated September 23, 1966, revised November 9, 1966 and February 20, 1967, recorded in Plat Book P-29, page 132 in the office of the Clerk of Court for Oconee County, South Carolina. BEGINNING at a point in the center of Road S 37-324, thence S 75-13 E 34.7 feet to an iron pin corner, old; thence S 75-13 E 1464.6 feet to an iron pin corner; old; thence S 18-16 W 1418.89 feet to an iron pin corner, new; thence N 73-32 W 811.15 feet to an iron pin corner, old; thence S 05-28 W 481 feet to an iron pin corner, old; thence N 74-34 W 1248.93 feet to an iron pin corner, new; thence N 15-32 E 445.85 feet to L.P.O.; thence N 70-08 W 124.93 feet to L.P.O.; thence N 15-20 E 1604.90 feet to L.P.O.; thence N 74-38 W 1050.31 to a stone corner, old; thence N09-41 W 237.32 feet to L.P.O.; thence N 76-47 E 1351.79 feet to a nail in the center of bituminous road, designated Point "B"; thence S 26-42 E 474.8 feet along center of road to a nail; thence S 23-51 E 276.8 feet along center of road to a nail; thence S 16-07 E 264.8 feet along center of road to a nail; thence S 09-20 E 222.8 feet along center of road to point designated Point "A"; same being the point of beginning. Said tract being the major portion of a tract of land conveyed to the Torrington Company (Maine) by Piedmont-Oconee Corp. by deed dated June 17, 1960, recorded in Deed Book 8-F, page 8, and the property conveyed by deed of Leroy C. Martin and Raleigh L. Martin to the Torrington Company (Maine) dated January 25, 1967, recorded in Deed Book 10-B at page 35, which said conveyance was made to make the center line of road the property line and by deed of James Robert LeCroy to the Torrington Company (Maine) dated February 14, 1967, recorded in Deed Book 10-B, page 34 which deed was made to make the center line of road the line; less a strip of land conveyed by The Torrington Company (Maine) to James Robert LeCroy by deed dated July 25, 1967, recorded in Deed Book 10-E, page 87, which deed was made for the purpose of making the center line of the road the property line.

TRACT 2

BorgWarner Torqtransfer Systems Inc.

All that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Oconee, Township of Seneca, containing 78.176 acres, more or less and shown and more fully described by metes and bounds on plat of survey thereof made by R. Jay Cooper, P.E. & L.S. dated April 6, 1990, which plat is recorded in the Office of the Clerk of Court for Oconee County in Plat Book A-54, pages 9 and 10 and which is incorporated herein by reference.

The within described property was conveyed to Borg-Warner Powertrain Systems Corporation by deed of Emhart Industries, Inc. dated September 26, 1995 and recorded in the Office of the Clerk of Court for Oconee County in Deed Book 834 at page 313 on November 5, 1995.

TRACT 3

Greenfield Automotive Industries, Inc.

All that piece, parcel or tract of land situate, lying and being in the County of Oconee, State of South Carolina, located on the Southern side of U.S. Highway 76 and 123 and being more particularly shown and designated as a tract of land containing 78.20 acres, more or less, on a plat entitled "Plat of a Tract of Land Surveyed at the Request of The First National Bank of Boston" by Farmer & Simpson Engineers, dated June 3, 1986 and recorded in the office of the Clerk of Court of Oconee County, South Carolina in Plat Book P-51 at page 132, and being more particularly described, according to said plat as follows:

Beginning at an iron pin (P.O.B.) located on the southwest edge of the right of way for U.S. Highway 76 and 123 and at the northwestern most corner of said tract of land (said corner being a common corner with the northeastern most corner of lands now or formerly of Delta Corporation) and running thence along the southwestern edge of the right of way for U.S. Highway 76 and 123 S 63 degrees - 19' E 1,890.8 feet to an iron pin corner; thence S 22 degrees - 57' W 456.9 feet to an iron pin corner; thence S 02 degrees - 07' E 261.1 feet to a nail and bottle top; thence S 38 degrees - 42' W 243.9 feet to a nail and bottle top located within the right of way for Highway S-439; thence S 32 degrees - 40' W 248.5 feet to a nail and bottle top located in the center of the right of way for Highway S-439; thence S 25 degrees - 27' W 240.3 feet to an iron pin corner; thence N 86 degrees 32' W 249.9 feet to an iron pin corner; thence S 86 degrees-19' W 593.3 feet to an iron pin corner; thence S 09 degrees - 16' W 241.6 feet to an iron pin corner; thence N 78 degrees - 56' W 673.4 feet to an iron pin corner; thence N 05 degrees - 25' W 398.7 feet to an iron pin corner; thence N 09 degrees - 32' E 798.4 feet to an iron pin corner; thence N 23 degrees - 02' W 365.0 feet to an iron pin corner; thence N 75 degrees - 09' E 132.3 feet to an iron pin corner; thence N 24 degrees - 28' E 796.4 feet to the POINT OF BEGINNING. Said tract of land is bounded on the North by the right of way for U.S. Highway 76 and 123, on the East by lands of various owners, on the South by lands now or formerly of Clemson University and U.S. Government Hartwell Reservoir and on the West by lands now or formerly of U.S. Government Hartwell Reservoir and Delta Corporation.

LESS AND EXCEPT all that certain piece, parcel or tract of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by deed dated December 22, 2003, and recorded on December 31, 2003, in the Office of the Register of Deeds of Oconee County, South Carolina in Book 1302, page 345.

LESS AND EXCEPT all that certain piece, parcel or tract of land conveyed from Greenfield Industries, Inc., predecessor in interest of Grantor herein, by deed dated March 4, 1996 and recorded on April 10, 1996 in the Office of the Register of Deeds of Oconee County, South Carolina in Book 857, page 305.

BEING commonly referred to as 2501 Davis Creek Road, Seneca, Oconee County, South Carolina and as Tax Map/Parcel Numbers 226-00-04-006 and 226-00-04-020.

**EXHIBIT B
LAND DESCRIPTION
PICKENS COUNTY**

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: February 16, 2010
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Ordinances 2010-05, 2010-06 and 2010-07 related to Special Source Revenue Bonds (SSRBs) to provide public infrastructure.

BACKGROUND OR HISTORY:

In order to promote economic development, the County is permitted to use fee payments that are generated within a Joint County Industrial and Business Park (Park) as a special revenue source to provide for bonds issued to provide public infrastructure. The County plans to designate certain property as a Joint County Industrial and Business Park to be named the Highpointe/PointeWest Park. The County plans to issue SSRB's to finance the construction of public infrastructure within the Highpointe/PointeWest Park. The SSRBs would be secured by 100% of the fee payments generated by the Highpointe/PointeWest Park and 15% of the fee payments generated by the properties that are located in the County's other Joint County Industrial and Business Parks. Ordinance 2010-05 provides the framework for the issuance of SSRBs by the County from time to time pursuant to supplemental bond ordinances of County Council. Ordinance 2010-06 is the first supplemental ordinance authorizing issuance of SSRBs not to exceed \$4 million. Ordinance 2010-07 authorizes a Joint County Industrial and Business Park agreement with Pickens County to create the Highpointe/PointeWest Park.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]
If no, explain briefly:

STAFF RECOMMENDATION:

Take first reading of ordinances 2010-05, 2010-06 and 2010-07.

FINANCIAL IMPACT:

The estimated County and School District property taxes for 2009 for the property proposed to be included in the Highpointe/PointeWest Park were approximately \$462,000. The estimated 2009 fee payments for the other Joint County Parks is approximately \$3,390,000, 15% of this would be approximately \$508,000. These tax revenues were included in the fiscal year 2010 budget, but would be Fee Payments that are pledged for the SSRB's in the future. Any excess of pledged revenues, after provision for debt service, reserve fund deposits, interest on amounts advanced by the provider of any surety bond, line of credit, insurance policy or letter of credit and repayment of any Junior Bonds, would be transferred to the Infrastructure Projects Fund established in the Bond Ordinance.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:


Are Matching Funds Available: Yes / No
If yes, who is matching and how much:

ATTACHMENTS

Reviewed By/ Initials:

County Attorney Finance Grants Procurement

Submitted or Prepared By:


Department Head/Elected Official

Approved for Submittal to Council:


Gene Klugh, Interim County Administrator

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE NO. 2010-05**

AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF SPECIAL SOURCE REVENUE BONDS OF OCONEE COUNTY, SOUTH CAROLINA; PRESCRIBING THE FORM OF BONDS; LIMITING THE PAYMENT OF THE BONDS SOLELY TO THE PLEDGED REVENUES RECEIVED AND RETAINED BY THE COUNTY FROM THE PAYMENT OF FEES IN LIEU OF TAXES FROM CERTAIN JOINT COUNTY INDUSTRIAL AND BUSINESS PARKS AND PLEDGING THE PLEDGED REVENUES TO SUCH PAYMENT; CREATING CERTAIN FUNDS AND PROVIDING FOR PAYMENTS INTO SUCH FUNDS; AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING.

Enacted: _____, 2010

TABLE OF CONTENTS

(This Table of Contents for this Ordinance is for convenience of reference only and is not intended to define, limit or describe the scope or intent of any provision of this Ordinance).

	<u>Page</u>
ARTICLE I	
DEFINITIONS	
Definitions	1
ARTICLE II	
FINDINGS AND DETERMINATIONS	
Section 2.1. Findings and Determinations	10
ARTICLE III	
AUTHORIZATION AND ISSUANCE OF BONDS	
Section 3.1. Authorization of Bonds	12
Section 3.2. General Provisions for Issuance of Bonds	12
Section 3.3. Conditions for the Issuance of Bonds under this Ordinance other than Refunding Bonds	13
Section 3.4. Refunding Bonds	14
Section 3.5. Junior Bonds	15
ARTICLE IV	
THE BONDS	
Section 4.1. Execution	16
Section 4.2. Authentication	16
Section 4.3. Registration and Transfer of Bonds; Persons Treated as Holders	17
Section 4.4. Form of Bonds; Denominations; Medium of Payment	17
Section 4.5. Numbers, Date, and Payment Provisions	18
Section 4.6. Exchange of Bonds	18
Section 4.7. Regulations with Respect to Exchanges and Transfer	19
Section 4.8. Temporary Bonds	19
Section 4.9. Mutilated, Lost, Stolen or Destroyed Bonds	19

ARTICLE V
REDEMPTION OF BONDS

Section 5.1.	Redemption of Bonds	21
Section 5.2.	Selection of Bonds for Redemption.....	21
Section 5.3.	Notice of Redemption.....	21
Section 5.4.	Partial Redemption of Bond.....	22
Section 5.5.	Effect of Redemption.....	22
Section 5.6.	Cancellation	22

ARTICLE VI
ESTABLISHMENT OF FUNDS;
SECURITY FOR AND PAYMENT OF THE BONDS;
INVESTMENT OF MONEYS

Section 6.1.	Listing of Funds and Accounts	23
Section 6.2.	Disposition of Pledged Revenues	23
Section 6.3.	Security for and Payment of the Bonds	24
Section 6.4.	Accounting Methods	25
Section 6.5.	Revenue Fund	26
Section 6.6.	Debt Service Funds	26
Section 6.7.	Debt Service Reserve Funds	28
Section 6.8.	Infrastructure Projects Fund.....	30
Section 6.9.	Establishment of Construction Fund.....	30
Section 6.10.	Investment of Funds.....	30

ARTICLE VII
COVENANTS

Section 7.1.	To Pay Principal, Premium, and Interest on the Bonds	32
Section 7.2.	Joint County Industrial and Business Parks.....	32
Section 7.3.	Records, Accounts and Audits	32
Section 7.4.	Other Obligations and Special Source Credits.....	32

ARTICLE VIII
TRUSTEE; RESIGNATION OF TRUSTEE; LIABILITY OF
TRUSTEE FOR INVESTMENTS; CUSTODIANS

Section 8.1.	Trustee.....	33
Section 8.2.	Resignation of Trustee	36
Section 8.3.	Removal of Trustee.....	37
Section 8.4.	Successor Trustee.....	37
Section 8.5.	Custodians.....	38
Section 8.6.	Liability of Trustee for Investments	38
Section 8.7.	Trustee and Custodians Protected in Relying upon Resolutions	38

ARTICLE IX
AMENDMENTS OR SUPPLEMENTS TO THIS ORDINANCE

Section 9.1. Amendments or Supplements to this Ordinance.....39

ARTICLE X
EVENTS OF DEFAULT

Section 10.1. Events of Default41

ARTICLE XI
REMEDIES UPON EVENT OF DEFAULT

Section 11.1. Declaration of Principal and Interest as Due43
Section 11.2. Suits at Law or in Equity and Mandamus.....43
Section 11.3. Remedies Not Exclusive; Effect of Waiver of Default; Effect of
Abandonment of Proceedings or Adverse Determination44
Section 11.4. Restrictions on Bondholder’s Action.....44
Section 11.5. Application of Revenues and Other Moneys After Default.....45

ARTICLE XII
DEFEASANCE

Section 12.1. Defeasance47

ARTICLE XIII
MISCELLANEOUS

Section 13.1. Benefits of Ordinance Limited to the County, the Trustee and Holders
of the Bonds49
Section 13.2. Ordinance Binding Upon Successors or Assigns of the County.....49
Section 13.3. No Personal Liability49
Section 13.4. Effect of Saturdays, Sundays and Legal Holidays.....50
Section 13.5. Partial Invalidity.....50
Section 13.6. Law and Place of Enforcement of this Ordinance50
Section 13.7. Effect of Article and Section Headings and Table of Contents50
Section 13.8. Amendment to Multi-County Park Ordinances; Repeal of
Inconsistent Ordinances and Resolutions50
Section 13.9. Effectiveness of this Ordinance51
Section 13.10. Notices51
Section 13.11. Codification.....51

BE IT ORDAINED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall, for all purposes of this Ordinance and of any ordinance, resolution, certificate, opinion, instrument or other document herein or therein mentioned, have the meanings herein specified. Definitions shall be equally applicable to both the singular and plural forms of any of the terms herein defined and vice versa. The term:

“Accountant” shall mean an independent certified public accountant or a firm of independent certified public accountants selected by the County.

“Act” shall mean Sections 4-1-175 and 4-29-68 of the South Carolina Code, and all other statutory authorizations, now or hereinafter enacted, authorizing and enabling the County to provide for the issuance of the Bonds.

“Authorized County Representative” shall mean the person or persons at the time designated to act on behalf of the County for the purpose of performing any act under this Ordinance or any Supplemental Ordinance by a written certificate furnished to the Trustee or a Custodian containing the specimen signature of such person or persons and signed on behalf of the County by the County Administrator.

“Bond” or “Bonds” shall mean any Bond, some of the Bonds or all of the Bonds issued under and pursuant to Article III hereof, including the Bond of 2010, excluding Junior Bonds.

“Bond Counsel” shall mean any attorney or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States.

“Bondholders” or the term “Holders” or any similar term shall mean the registered owner or owners of any Outstanding Bond or Bonds.

“Bond of 2010” shall mean the not exceeding \$4,000,000 Oconee County, South Carolina, Special Source Revenue Bond, Series 2010, authorized under this Ordinance and the First Supplemental Ordinance.

“Bond Redemption Account” shall mean the account, if any, by that name created within each respective Debt Service Fund.

"Books of Registry" shall mean the registration books maintained by the Registrar in accordance with Section 4.3 hereof.

"Business Day" shall mean, except as otherwise provided with respect to a Series of Bonds in a Supplemental Ordinance, any day other than a Saturday, a Sunday or a day which shall be in the State or the state in which the principal corporate trust office of the Trustee is located a legal holiday or a day on which banking institutions are authorized by law or executive order to close.

"Construction Fund" shall mean any fund established with and maintained by the Custodian selected by the County and derived from certain of the proceeds of the sale of the Bonds and intended to defray the costs of all or a portion of any Project and to pay Costs of Acquisition and Construction (exclusive of any capitalized interest on Bonds which may be deposited in a Debt Service Fund) in connection therewith, as established in a Supplemental Ordinance authorizing the issuance of any Series of Bonds.

"Costs of Acquisition and Construction" shall mean, to the extent permitted by the Act, all costs (including, but not limited to, architectural and engineering fees) of designing, acquiring, constructing, improving, or expanding one or more Projects, including the Costs of Issuance and capitalized interest on Bonds, sums required to reimburse the County for payments previously made with respect to a Project, and funding of a Debt Service Reserve Fund. Costs of Acquisition and Construction shall include the payment of amounts due on bond anticipation notes, the proceeds of which were used for Costs of Acquisition and Construction.

"Costs of Issuance" shall mean all items of expense, directly or indirectly payable or reimbursable by or to the County and related to the authorization, sale and issuance of a Series of Bonds including, but not limited to, printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any Trustee, Custodian, Registrar or Paying Agent, legal fees and charges, auditing and accounting fees and charges, fees and disbursements of consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of Bonds, costs and expenses of any refunding, premiums for insurance relating to the issuance of Bonds, financing charges, and any other costs, charges or fees in connection with the original issuance of Bonds.

"Council" shall mean the County Council of the County.

"County" shall mean Oconee County, South Carolina.

"Custodian" shall mean any bank, depository or trust company duly qualified and doing business within the State selected by the County as a depository of moneys or securities held in the Construction Fund. A Supplemental Ordinance may appoint the County Treasurer as Custodian.

"Debt Service" shall mean, with respect to each Series of Bonds and with respect to any particular Fiscal Year, the aggregate of the amounts to be paid or set aside (or estimated to be required to be paid or set aside) in the applicable Debt Service Fund in such Fiscal Year for the payment of the principal of, redemption premium, if any, and interest (to the extent not capitalized or not payable from the proceeds of Bonds or investment earnings thereon) on such

Series of Bonds. With respect to Variable Rate Indebtedness then Outstanding, interest thereon shall be calculated at the actual average rate of interest on the Variable Rate Indebtedness during the twelve (12) months immediately preceding the date of calculation (or such lesser period during which the Variable Rate Indebtedness has been Outstanding); provided, that for purposes of any prospective calculation, interest on Variable Rate Indebtedness shall be calculated at the lesser of (a) the 25-Bond Revenue Index published by *The Bond Buyer* (or if no longer published, any reasonably equivalent nationally recognized index published for the periods in question selected by the County) no more than two weeks prior to the date of calculation or (b) the maximum interest rate allowable on such Variable Rate Indebtedness. In the case of Bonds which have been or shall be issued as taxable obligations, for which the County has or shall be entitled to receive a payment that effectively reduces the County's debt service payment obligation therefor (including but not limited to Build America Bonds ("BABs") issuable pursuant to the authority of the American Recovery and Reinvestment Act of 2009 (the "ARRA")), the amount to be paid or set aside in the applicable Debt Service Fund in each Fiscal Year for such payment of Debt Service shall be reduced by the payment that the County has or shall be entitled to receive for such purpose.

"Debt Service Fund" shall mean the respective funds of that name established pursuant to Section 6.6 of this Ordinance and so designated pursuant to a Supplemental Ordinance to provide for the payment of the principal of and interest on the respective Series of Bonds issued pursuant to this Ordinance as the same respectively become due and payable.

"Debt Service Reserve Fund" shall mean the respective funds, if any, of that name established pursuant to the authorization of Section 6.7 of this Ordinance and so designated pursuant to a Supplemental Ordinance or this Ordinance to provide for the payment of the principal of and interest on the respective Series of Bonds issued pursuant to this Ordinance as the same respectively become due and payable.

"Default" or "Event of Default" shall mean any of those defaults specified in and defined by Section 10.1 hereof.

"Fee Payments" shall mean the payments made by owners or lessees (including payments made by any Person on behalf of such owner or lessee) of any property situated both in the County and in one or more of the Joint County Industrial and Business Parks. As provided in the Park Act, such Fee Payments are to be in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable with respect to such property except for the exemption from *ad valorem* taxation provided for in the Park Act.

"First Supplemental Ordinance" shall mean First Supplemental Ordinance No. 2010-06 enacted by the Council on _____, 2010, authorizing the issuance of the Bond of 2010.

"Fiscal Year" shall mean the fiscal year of the County, initially being the period from July 1 in any year to and including June 30 of the following year.

"Government Obligations" shall mean, except as limited with respect to the funds and accounts relating to a Series of Bonds by a Supplemental Ordinance, any of the following to the extent now or hereafter permitted by the laws of the State:

(a) non-callable bonds, notes or direct obligations and general obligations of the United States;

(b) non-callable U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series - "SLGS");

(c) non-callable direct obligations of the U.S. Treasury which have been stripped by the U.S. Treasury;

(d) non-callable obligations issued by any agency or instrumentality of the United States of America which are backed by the full faith and credit of the United States; and

(e) prerefunded municipal bonds which are rated "Aaa" by Moody's or "AAA" by S&P.

"Highpointe/PointeWest Park" shall mean the Joint County Industrial and Business Park established pursuant to Highpointe/PointeWest Park Agreement.

"Highpointe/PointeWest Park Agreement" shall mean that certain Agreement for Development of Joint County Business Park between the County and Pickens County dated _____, 2010.

"Infrastructure Projects Fund" shall mean the fund of that name established pursuant to Section 6.8 hereof.

"Interest Account" shall mean the account by that name created within each respective Debt Service Fund.

"Interest Payment Date" shall mean the respective interest payment dates for a Series of Bonds as determined by a Supplemental Ordinance.

"Joint County Industrial and Business Park" shall mean any present or future joint county industrial and business park established by the County and a Partner County pursuant to (1) a Park Agreement, and (2) the Park Act.

"Junior Bonds" shall mean either (a) bonds or bond anticipation notes secured by a pledge of Pledged Revenues junior and subordinate in all respects to the pledge securing the Bonds, or (b) any other form of indebtedness secured by Pledged Revenues after provision has been made for all payments required to be made with respect to the Bonds, which bonds or indebtedness may be authorized by an ordinance of Council which is not supplemental to this Ordinance.

"Maximum Debt Service" shall mean the highest aggregate principal and interest requirements (to the extent not paid from the proceeds of Bonds or investment earnings thereon) on the Bonds then Outstanding during any then current or future Fiscal Year. In the case of determining the Maximum Debt Service for purposes of Section 3.3 of this Ordinance, interest on Variable Rate Indebtedness shall be calculated at the lesser of (a) the 25-Bond Revenue Index published by *The Bond Buyer* (or if no longer published, any reasonably equivalent nationally recognized index published for the periods in question selected by the County) no more than two

weeks prior to the date of calculation or (b) the maximum interest rate allowable on such Variable Rate Indebtedness. In the case of Bonds which have been or shall be issued as taxable obligations, for which the County has or shall be entitled to receive a payment that effectively reduces the County's debt service payment obligation therefor (including but not limited to BABs issuable pursuant to the authority of the ARRA (as such terms are referred to in the definition of "Debt Service" above, the highest aggregate principal and interest requirements for such Bonds during any Fiscal Year shall be reduced by the payment that the County has or shall be entitled to receive therefor.

"Moody's" shall mean Moody's Investors Service, Inc., or its successors.

"Multi-County Fees" shall mean the Fee Payments paid by the County to a Partner County (on behalf of properties located in the County) pursuant to the terms of a Park Agreement.

"Multi-County Park Ordinances" shall mean, collectively, all ordinances of the County authorizing the execution and delivery of any Park Agreement between the County and any Partner County in order to establish any Joint County Industrial and Business Park.

"Net Fee Payments" shall mean: (a) with respect to any property located in the Highpointe/PointeWest Park, 100% of the Fee Payments received and retained by the County from the Joint County Industrial and Business Park established pursuant to the Highpointe/PointeWest Park Agreement and the Multi-County Park Ordinance that approved the same, calculated after payment of any Multi-County Fees due to the Partner County under the terms of the Highpointe/PointeWest Park Agreement; and (b) with respect to any property located in the County and in any Joint County Industrial and Business Park except for any property located in the Highpointe/PointeWest Park, the product of fifteen percent (15%) of the Fee Payments received and retained by the County under the terms of the applicable Park Agreements and the Multi-County Park Ordinances, calculated prior to the payment of any Other Obligations and Special Source Credits and after payment of any Multi-County Fees due to a Partner County under the terms of the respective Park Agreements.

"Other Obligations" shall mean any special source revenue bonds (excluding Bonds and Junior Bonds issued pursuant to this Ordinance) heretofore or hereafter issued by the County pursuant to the Act and payable from payments made by owners or lessees of any property situated both in the County and in one or more of the Joint County Industrial and Business Parks.

"Outstanding", when used with respect to any Bond, shall have the construction given to such word in Article XII hereof; i.e., a Bond shall not be Outstanding if such Bond is not, or would not be at the time, deemed to be Outstanding by reason of the operation and effect of said Article XII.

"Park Act" shall mean Section 4-1-170 of the South Carolina Code, Article VIII, Section 13 of the Constitution of the State, as amended, and all other statutory or constitutional authorizations, now or hereinafter enacted, authorizing and enabling the existence of Joint County Industrial and Business Parks.

"Park Agreement" shall mean any current or future agreement for the development of a Joint County Industrial and Business Park between the County and a Partner County, and any and all amendments or supplements thereto, pursuant to the Park Act. As of the date of enactment of this Ordinance, the Park Agreements are:

(1) Agreement for Development for Joint County Industrial Park between the County and Williamsburg County, South Carolina, dated July 25, 1994, as amended from time to time;

(2) Agreement for Development for Joint County Industrial Park between the County and Pickens County, South Carolina, dated May 4, 1998, as amended from time to time;

(3) Agreement for Development for Joint County Industrial Park between the County and Pickens County, South Carolina, dated January 15, 2007, as amended from time to time; and

(3) Agreement for Development of Joint County Business Park (Highpointe/PointeWest) between the County and Pickens County dated _____, 2010, as amended from time to time.

"Park Agreement Revenues" shall mean any revenues or fees received and retained by the County from a Partner County pursuant to a Park Agreement.

"Partner County" shall mean any other county of the State with which the County has agreed or agrees to create a Joint County Industrial and Business Park pursuant to a Park Agreement and the Park Act.

"Paying Agent" shall mean for each Series of Bonds the respective paying agent or paying agents appointed pursuant to the proceedings authorizing such Bonds.

"Permitted Investments" shall mean, except as limited with respect to the funds and accounts relating to a Series of Bonds by a Supplemental Ordinance, (a) any one or more of the investments now or hereafter permitted by Section 6-5-10 or Section 11-1-60 of the South Carolina Code, and in effect from time to time, or any authorization relating to the investment of funds hereunder; and (b) the South Carolina Pooled Investment Fund or similar State-administered pool investment fund.

"Person" or words importing "persons" means firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, other legal entities and natural persons.

"Pledged Revenues" shall mean the sum of: (1) the Net Fee Payments remaining after the payment of Other Obligations and the application of Special Source Credits; and (2) the Park Agreement Revenues.

"Principal Account" shall mean the account by that name created within each respective Debt Service Fund.

"Principal Payment Date" shall mean the respective principal payment dates for a Series of Bonds as determined by a Supplemental Ordinance.

"Project" or "Projects" shall mean (a) any infrastructure serving the County or a project; (b) improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise; and (c) such other purposes which may now or hereafter be permitted under the Act and for which special source revenue bonds may be issued. A Project may be located outside of the boundaries of a Joint County Industrial and Business Park.

"Record Date" shall mean, with respect to any Series of Bonds, the fifteenth (15th) day (whether or not a Business Day) of the calendar month immediately preceding an Interest Payment Date or such other day as may be provided in the Supplemental Ordinance authorizing the issuance of such Series of Bonds.

"Registrar" shall mean, for each Series of Bonds, the registrar appointed pursuant to the proceedings authorizing such Bonds.

"Reserve Fund Requirement" shall mean, as of the date of calculation, the debt service reserve fund requirement, if any, established pursuant to a Supplemental Ordinance authorizing the issuance of a Series of Bonds.

"Revenue Fund" shall mean the fund of that name established pursuant to Section 6.5 of this Ordinance.

"S&P" shall mean Standard & Poor's Credit Markets Service, a Division of The McGraw-Hill Companies, Inc., or its successors.

"Series" or "Series of Bonds" or "Bonds of Series" shall mean all Bonds designated as being of the same series issued and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter delivered in lieu thereof or in substitution therefor pursuant to this Ordinance.

"Special Source Credit" shall mean any credit or payment heretofore or hereafter granted by the County against any fee payment pursuant to Section 4-1-175, Section 4-12-30(K)(3), Section 4-29-67(L)(3), or Section 12-44-70 of the South Carolina Code or any successor or similar provision of State law to any entity having property within any Joint County Industrial and Business Park.

"South Carolina Code" shall mean the South Carolina Code of Laws 1976, as amended.

"State" shall mean the State of South Carolina.

"Supplemental Ordinance" shall mean any ordinance enacted by the Council providing for the issuance of a Bond or Bonds hereunder, including the First Supplemental Ordinance, and any ordinance enacted by the Council pursuant to and in compliance with the provisions of Article IX herof amending or supplementing the provisions of this Ordinance or any Supplemental Ordinance.

"Term Bond" shall mean any Bond designated by the Supplemental Ordinance providing for its issuance as being subject to retirement or redemption from moneys credited to the applicable Bond Redemption Account as sinking fund installments.

"Trustee" shall mean Branch Banking and Trust Company, and any successor Trustee appointed in accordance with Article VIII hereof.

"Variable Rate Indebtedness" shall mean indebtedness in the form of Bonds, the interest rate on which is not established at a fixed or constant rate at the time such indebtedness is incurred.

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ARTICLE II

FINDINGS AND DETERMINATIONS

Section 2.1. Findings and Determinations. The Council hereby finds and determines:

A. The County is a political subdivision of the State of South Carolina and as such has all powers granted to counties by the Constitution and general laws of the State.

B. Article X, Section 14, of the Constitution of the State of South Carolina, 1895, as amended, provides that indebtedness payable solely from a special source, which source does not involve revenues from any tax or license, may be issued by a county upon such terms and conditions as the General Assembly may prescribe by general law.

C. The Act empowers a county that receives and retains revenues pursuant to the Park Act to issue special source revenue bonds secured by and payable from all or a part of such revenues, subject to certain terms and conditions as provided therein, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding infrastructure serving the County or a project, and improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County and the Cost of Issuance of any Series of Bonds.

D. In Horry County School District v. Horry County, 552 S.E.2d 737 (S.C. 2001), the Supreme Court of South Carolina upheld the constitutionality of the Park Act, and held that counties that receive and retain revenues from joint county industrial and business parks created pursuant to the Park Act have the discretionary authority to allocate such revenues to the extent permitted by the Park Act.

E. The County has determined that there is a need to design, acquire, construct, improve and expand infrastructure serving the County or particular projects, from time to time, and improved or unimproved real estate used in the operation of manufacturing or commercial enterprises in order to enhance the economic development of the County.

F. The Bonds are to be issued under and pursuant to the provisions of the Act and the Park Act, and are to be secured by and payable solely from the Pledged Revenues.

G. The County has entered into various Park Agreements with Partner Counties to develop Joint County Industrial and Business Parks, and may continue to do so. Further, the County may continue to designate property located within the County as part of any existing Joint County Industrial and Business Park. Pursuant to the Park Agreements and the Multi County Park Ordinances, the County receives and retains a portion of the Fee Payments paid by owners or lessors of properties physically located within the Joint County Industrial and Business Parks. The County hereby finds and determines that it is proper to utilize such moneys received and retained by the County to finance the Costs of Acquisition and Construction of the Projects and to secure payment of the Bonds provided for hereunder and in any Supplemental Ordinance.

H. The County hereby finds and determines that it is necessary and proper to direct that the following amounts be deposited into the Revenue Fund established herein and be made available to pay for costs of infrastructure for economic development in the County, including payment of Debt Service on Bonds: (a) 100% of the Fee Payments received and retained by the County with respect to the Joint County Industrial and Business Park established pursuant to the Highpointe/PointeWest Park Agreement and the Multi-County Park Ordinance that approved the same, calculated after payment of any Multi-County Fees due to the Partner County under the terms of the Highpointe/PointeWest Park Agreement; and (b) with respect to any property located in the County and in any Joint County Industrial and Business Park except for any property located in the Highpointe/PointeWest Park, the product of fifteen percent (15%) of the Fee Payments received and retained by the County under the terms of the applicable Park Agreements and the Multi-County Park Ordinances, calculated prior to the payment of any Other Obligations and Special Source Credits and after payment of any Multi-County Fees due to a Partner County under the terms of the respective Park Agreements.

L. By the enactment of this Ordinance, the County intends to provide for the issuance of special source revenue bonds at the time and on the terms and conditions set forth in this Ordinance and Supplemental Ordinances hereto.

[Remainder of page intentionally left blank]

ARTICLE III

AUTHORIZATION AND ISSUANCE OF BONDS

Section 3.1. Authorization of Bonds. There is hereby authorized to be issued Bonds of the County to be designated "Oconee County, South Carolina, Special Source Revenue Bonds" or such other designations as may be provided in the Supplemental Ordinance authorizing such Bonds, which Bonds may be issued pursuant to this Ordinance and in accordance with the terms, conditions and limitations set forth herein; in Series; and in such amounts and from time to time as the County may deem to be necessary or advisable for any corporate purpose of the County for which Bonds may be issued under this Ordinance and the Act.

Section 3.2. General Provisions for Issuance of Bonds.

(a) The Bonds shall be issued in Series by means of Supplemental Ordinances enacted by the Council in accordance with the provisions of this Article and Article IX hereof. Each Supplemental Ordinance shall designate the Bonds provided thereby with an appropriate Series designation and with such further particular designations, if any, as the County deems appropriate. Each Supplemental Ordinance shall, unless or except as is otherwise set forth herein, also specify: (i) the authorized principal amount and designation of such Series of Bonds; (ii) the purpose or purposes for which the Bonds of such Series are being issued, which shall be one or more of the purposes set forth in Sections 3.3 or 3.4 hereof; (iii) if the Bonds of the Series are being issued for a purpose specified in Section 3.3 hereof, the Project(s) for which such Bonds are being issued; (iv) an estimate of the Costs of Acquisition and Construction for any Project(s), if any, to be financed by such Series of Bonds; (v) the date or dates of the Bonds of the Series; (vi) the maturity date or dates of the Bonds of the Series and the sinking fund installment amounts and due dates for the Term Bonds of the Series, if any; (vii) the interest rate or rates of the Bonds of such Series, or the manner of determining such rate or rates, the initial Interest Payment Date therefor, and the subsequent Interest Payment Dates; (viii) the denominations of (if other than as provided in this Ordinance), and manner of numbering and lettering, the Bonds of such Series; (ix) the redemption premium or premiums, if any, or the redemption price or prices to be paid upon the redemption of the Bonds of such Series, the period or periods, if any, during which such premiums or prices shall be payable, and the terms and conditions, if any, of such redemption; (x) the place or places of payment of the Bonds of the Series and interest thereon, and the Paying Agent and Registrar therefor and any Custodian of the funds and accounts created with respect thereto; (xi) the provisions for the sale or other disposition of the Bonds of the Series and the use, application and investment, if any, of the proceeds of such sale or other disposition, which use, application and investment shall not be inconsistent or in conflict with the provisions hereof; (xii) whether such Series of Bonds will be subject to a Reserve Fund Requirement and the manner of satisfaction of such Reserve Fund Requirement; (xiii) any other provisions which may be required to be inserted therein by other provisions of this Ordinance; and (xiv) any other necessary or desirable provisions not inconsistent or in conflict with the provisions of this Ordinance.

(h) Bonds of a Series may be executed and delivered to the Registrar by the County and authenticated and delivered to the County or, upon its order, upon compliance with Section 3.3 or Section 3.4 hereof.

Bonds issued upon compliance with this Section 3.2 and Section 3.3 or Section 3.4 hereof shall be issued on a parity with the pledge of and lien upon the Pledged Revenues inter sese, but not with respect to the particular Debt Service Fund or Debt Service Reserve Fund created for the benefit of the Holders of the Bonds of a Series, notwithstanding, that they may be in different form, and bear different dates, interest rates, number, date of issuance or date of execution or are payable at different times. In all such instances, the pledge of Pledged Revenues made hereunder, and the covenants and remedies hereby granted, shall be applicable and available to the Holders of such Bonds.

Section 3.3. Conditions for the Issuance of Bonds under this Ordinance Other than Refunding Bonds.

Any time and from time to time, one or more Series of Bonds (exclusive of refunding Bonds) may be issued for such purposes as may be permitted by the Act upon compliance with the provisions of Section 3.2 hereof and this Section 3.3 in such principal amounts as may be determined by the Council for the purpose of paying all or part of the Costs of Acquisition and Construction of one or more Projects upon compliance with the following conditions:

A. There shall be executed and filed with the Trustee a certificate of an Authorized County Representative stating (i) either (a) that no Default exists in the payment of the principal of, premium, if any, or interest on any Bonds or Junior Bonds, and all mandatory sinking fund redemptions, if any, required to have been made shall have been made, or (b) that the application of the proceeds of sale of the Series of Bonds to be issued as required by the Supplemental Ordinance authorizing their issuance will cure any such Default or permit such redemptions; and (ii) either (a) that to the best of his or her knowledge, the County is not in Default in the performance of any other of its covenants and agreements contained in this Ordinance, or (b) setting forth the circumstances of each such Default known to him or her.

B. If a certificate filed pursuant to part (A) of this Section 3.3 should disclose a Default or Defaults hereunder, there shall be filed with the County an opinion of Bond Counsel that, in the case of any Default disclosed in a certificate filed pursuant to part (A) of this Section 3.3, each such Default does not deprive the Bondholders of the security afforded by this Ordinance in any material aspect.

C. For the issuance of Bonds (other than the Bond of 2010 issued under this Ordinance and the First Supplemental Ordinance) to finance the Costs of Acquisition and Construction, or a portion thereof, of any Project, there shall be delivered a certificate of an Authorized County Representative certifying that the amount of the Pledged Revenues received by the County during the Fiscal Year preceding the issuance of any Series of Bonds is not less than 120% of the Maximum Debt Service on Bonds then Outstanding and the Bonds then proposed to be issued.

D. Such Bonds shall be issued to secure funds to defray the Costs of Acquisition and Construction of a Project, or to refund Junior Bonds, or any notes, bonds, or other obligations issued to finance or to aid in financing the acquisition or construction of a Project.

E. The Supplemental Ordinance may provide for a deposit into the Debt Service Reserve Fund with respect to such Series of Bonds of cash or securities or an insurance policy, surety bond or letter of credit, as provided in Section 6.7 hereof (inclusive of any proceeds of such Series of Bonds to be deposited in the applicable Debt Service Reserve Fund) having an aggregate value not less than the Reserve Fund Requirement, if any, with respect to such Series of Bonds.

Section 3.4. Refunding Bonds. Without complying with the provisions of Section 3.3 hereof except as otherwise provided herein, the County by means of a Supplemental Ordinance enacted in compliance with the provisions of the Act and any other statutory provisions authorizing the issuance of revenue refunding bonds, including advance refunding bonds, may issue hereunder refunding Bonds as follows:

A. Bonds may be issued for the purpose of refunding (including by purchase) at any time within one year prior to maturity or prior to any sinking fund installment due date, the Bonds maturing on such date (or an amount of such Bonds subject to redemption from such sinking fund installments not in excess of the amount of such Bonds required to be redeemed on such due date) for the payment of which sufficient Pledged Revenues are not available. Any Bonds issued for such purpose shall mature (or sinking fund installments therefor shall commence) not earlier than the latest stated maturity of the Bonds not then refunded to be Outstanding after such refunding; or

B. Bonds may be issued at any time for the purpose of refunding (including by purchase) other Bonds, including amounts to pay principal, redemption premium and interest to the date of redemption (or purchase) of the refunded Bonds and the Costs of Issuance and the funding of a Debt Service Reserve Fund thereunder; provided that (i) the aggregate Debt Service on all Bonds to be Outstanding after the issuance of the proposed Series of refunding Bonds shall not be greater than would have been the aggregate Debt Service of all Bonds not then refunded and the Bonds to be refunded; or (ii) the requirements of parts (A), (B), (C) and (E) of Section 3.3 hereof are met with respect to the refunding Series.

Section 3.5. Junior Bonds. The County may at any time issue Junior Bonds in such amount as it may from time to time determine, payable from the Pledged Revenues, provided that such Junior Bonds are issued to secure funds to defray the Costs of Acquisition and Construction or Costs of Issuance for Projects, or to refund Bonds, Junior Bonds, or any notes, bonds, or other evidences of indebtedness issued to finance or to aid in financing the acquisition or construction of the Projects, and provided further that the pledge of and lien on Pledged Revenues securing Junior Bonds shall at all times be subordinate and inferior to the pledges of and lien on Pledged Revenues securing the Bonds.

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ARTICLE IV

THE BONDS

Section 4.1. Execution. Unless or except as is otherwise set forth in the Supplemental Ordinance providing for the issuance of a Series of Bonds, the Bonds shall be executed on behalf of the County by the Chairman of the County Council by his or her manual or facsimile signature and the corporate seal of the County or a facsimile thereof shall be impressed or reproduced thereon and attested by the Clerk to the County Council by his or her manual or facsimile signature.

In case any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, as if he had remained in office until delivery.

Section 4.2. Authentication. Unless or except as is otherwise set forth in the Supplemental Ordinance providing for the issuance of a Series of Bonds, upon compliance with the provisions of Sections 3.2, 3.3 or 3.4 hereof, and upon the order of the County, the Registrar shall authenticate Bonds authorized to be issued hereunder. Only such Bonds as shall have endorsed thereon a certificate of authentication, duly executed manually by the Registrar shall be entitled to any right or benefit under this Ordinance. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Registrar, and such executed certificate of the Registrar upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered. The Registrar's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Registrar, but it shall not be necessary that the same person sign the certificate of authentication on all of the Bonds issued hereunder or on all of the Bonds of a particular Series. The Registrar's certificate of authentication shall be in substantially the following form:

FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance of Oconee County, South Carolina.

Registrar

Dated: _____

By: _____
Authorized Officer

Section 4.3. Registration and Transfer of Bonds; Persons Treated as Holders. Unless and except as is otherwise set forth in the Supplemental Ordinance providing for the issuance of a Series of Bonds, each Bond shall be fully registered and transferable only upon the registration books (the "Books of Registry") of the County, which shall be kept for that purpose at the office of the Registrar, by the Holder thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder or his or her duly authorized attorney with such signature guaranteed by a participant in the Securities Transfer Agents in Medallion Program ("STAMP") or similar program. Upon the transfer of any Bond, the County shall issue, subject to the provisions of Section 4.6 hereof, in the name of the transferee, a new Bond or Bonds of the same series and of the same aggregate principal amount, interest rate and maturity as the unpaid principal amount of the surrendered Bond.

Any Bondholder requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal, redemption premium, if any, and interest on any Bond shall be made only to or upon the order of the Bondholder thereof, or his duly authorized attorney, and neither the County nor the Registrar, shall be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 4.4. Form of Bonds; Denominations; Medium of Payment. Unless or except as is otherwise provided in the Supplemental Ordinance authorizing their issuance, the Bonds of each Series: (a) shall be in fully registered form without coupons, provided, such Bonds may be issued in book-entry form; (b) shall be issued in denominations of \$5,000, or any integral multiple thereof, provided that, upon partial redemption of a Bond requiring surrender thereof and the issuance of a new Bond, such new Bond may be in the denomination of the unredeemed balance; and (c) shall be payable with respect to principal, interest, and premium, if any, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Section 4.5. Numbers, Date, and Payment Provisions.

(a) The Bonds shall be numbered and designated in such manner as the County, with the concurrence of the Registrar, shall determine. Each Bond of a Series shall bear interest from the Interest Payment Date immediately preceding the date of its authentication, unless authentication shall be upon an Interest Payment Date, in which case it shall bear interest from its authentication, or unless authentication shall precede the first Interest Payment Date for such Bond, in which case it shall bear interest as otherwise provided in the Supplemental Ordinance authorizing its issuance, provided, however, that if the date of authentication of any Bond of any Series is after a Record Date and before the corresponding Interest Payment Date therefor, such Bond shall bear interest from such succeeding Interest Payment Date; notwithstanding the foregoing, if at the time of authentication of any Bond any interest on such Bond is in default, such Bond shall bear interest from the date to which interest on such Bond has been paid or if no interest has been paid, such Bond shall bear interest from the date of delivery thereof or from its dated date, or as otherwise provided in the Supplemental Ordinance authorizing the issuance of such Bonds.

(b) The principal of and redemption premium, if any, on the Bonds shall be payable when due in lawful money of the United States of America upon presentation and surrender of such Bonds at the principal office of the Paying Agent described in the Supplemental Ordinance authorizing the issuance of such Bonds. Except as otherwise provided in a Supplemental Ordinance, payment of interest on Bonds shall be made by check or draft drawn upon the Paying Agent and mailed to the Holder at his or her address as it appears upon the Books of Registry. The Paying Agent shall maintain a record of the amount and date of any payment of principal and/or interest on the Bonds (whether at the maturity date or the redemption date prior to the maturity or upon the maturity thereof by declaration or otherwise).

Section 4.6. Exchange of Bonds. Unless or except as is otherwise provided in the Supplemental Ordinance authorizing their issuance, Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Bondholder or his duly authorized attorney with such signature guaranteed by a participant in STAMP or similar program, may, at the option of the Bondholder thereof, and upon payment by such Bondholder of any charges which the Registrar may make as provided in Section 4.7, be exchanged for a principal amount of Bonds of the same Series and maturity of any other authorized denomination equal to the unpaid principal amount of surrendered Bonds.

Section 4.7. Regulations with Respect to Exchanges and Transfer. In all cases in which the privilege of exchanging or transferring Bonds is exercised, the County shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance or such Supplemental Ordinance authorizing the issuance thereof. All Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Registrar. There shall be no charge to the Bondholder for such exchange or transfer of Bonds except that the Registrar may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer. Neither the County nor the Registrar shall be required (a) to exchange or transfer Bonds (i) from the Record Date to the succeeding Interest Payment Date or (ii) for a period of 15 days following any selection of Bonds to be redeemed or thereafter until after the first publication or mailing of any notice of redemption, or (b) to transfer any Bonds called for redemption.

Section 4.8. Temporary Bonds. Any Series of Bonds may be initially issued in temporary form, exchangeable for definitive Bonds to be delivered as soon as practicable and subject to the agreement of the County and the purchaser thereof. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the County, shall be without coupons, and may contain such reference to any of the provisions of this Ordinance as may be appropriate. Every temporary Bond shall be executed by the County upon the same conditions and in substantially the same manner as the definitive Bonds. If the County issues temporary Bonds, it will execute and furnish definitive Bonds without delay; and thereupon the temporary Bonds shall be surrendered for cancellation at the principal office of the Registrar, and the Registrar shall deliver and exchange for such temporary Bonds an equal, aggregate principal amount of definitive Bonds of like aggregate principal amount and in authorized denominations of the same Series, maturity or maturities and interest rate or rates. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Ordinance as definitive Bonds under this Ordinance.

Section 4.9. Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the Holder, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the Holder thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event, the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar (a) evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and (b) of the ownership thereof, and (c) such security and indemnity as may be required by the laws of the State or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance or any Supplemental Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder. Neither the County nor the Registrar nor any Paying Agent shall be required to treat both the original Bond and any duplicate Bond as being Outstanding for the purpose of determining the principal amount of Bonds which may be issued hereunder or for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and duplicate Bond shall be treated as one and the same. In the event any such mutilated, lost, stolen or destroyed Bond shall have matured, instead of issuing a duplicate Bond the County may pay the same. All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

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ARTICLE V

REDEMPTION OF BONDS

Section 5.1. Redemption of Bonds. The Bonds of a Series may be subject to redemption prior to their stated maturities upon such terms and conditions and at such dates and redemption price or prices or premium or premiums as shall be set forth in the Supplemental Ordinance providing for the issuance of such Bonds, and upon the further terms and conditions as are hereinafter set forth.

Section 5.2. Selection of Bonds for Redemption. In the event of the redemption at any time of only part of the Bonds of a Series, the Bonds to be redeemed shall be redeemed in such order as is set forth in the Supplemental Ordinance providing for the issuance of such Bonds. Unless otherwise provided by Supplemental Ordinance, if less than all of the Bonds of like maturity of any Series shall be called for prior redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected at random by the Registrar in such manner as the Registrar in its discretion may deem fair and appropriate; provided, however, that the portion of any Bond of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or an integral multiple thereof, and that, in selecting portions of such Bonds for redemption, the Registrar shall treat each such Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000.

Section 5.3. Notice of Redemption. Unless or except as otherwise provided in the Supplemental Ordinance authorizing their issuance, the provisions of this Section 5.3 apply to each Series of Bonds.

In the event any of the Bonds or portions thereof are called for redemption, the Registrar shall give notice, in the name of the County, of redemption of Bonds by first-class mail, postage prepaid, to the Holder thereof as shown on the Books of Registry of the County not less than 30 days and not more than 60 days prior to the date fixed for the redemption thereof. Such notice of redemption shall state: (a) the title of such Bonds to be redeemed, CUSIP numbers, date of issue, the Series designation (if any) thereof, the redemption date, the place or places of redemption and the redemption price or redemption premium, if any, payable upon such redemption; (b) if less than all such Bonds of a particular Series are to be redeemed, the distinctive number of such Bonds to be redeemed; (c) that the interest on such Bonds designated for redemption in such notice shall cease to accrue from and after such redemption date; and (d) that on such date there will become due and payable on each such Bond the principal amount thereof to be redeemed at the then applicable redemption price or redemption premium, if any, and the interest accrued on such principal amount to the redemption date. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, when mailed, whether or not the Holder thereof receives the notice. The notice shall further state that if money for the redemption of all the Bonds being redeemed at that time is held by the Trustee on the redemption date, interest shall cease to accrue on such Bonds on and after the redemption date. The notice may further state that the redemption of the Bonds being called for redemption is conditioned upon the Trustee receiving on or before the redemption date of sufficient money for the redemption thereof.

Section 5.4. Partial Redemption of Bond. In the event that only part of a Bond shall be called for redemption or prepaid, payment of the amount to be redeemed or prepaid shall be made only upon surrender of such Bond to the Registrar. Upon surrender of such Bond, the County shall execute and the Registrar shall authenticate and deliver to the Holder thereof, at the principal office of the Registrar, or send to such Holder by registered mail at his request, risk and expense, a new fully executed Bond or Bonds, of authorized principal sums equal in aggregate principal amount to, and of the same Series, maturity and interest rate as, the unredeemed portion of the Bond surrendered.

Section 5.5. Effect of Redemption. If a Bond is subject by its terms to redemption prior to its stated maturity and has been duly called for redemption and notice of the redemption thereof has been duly given as hereinbefore provided and if moneys for the payment of such Bond at the then applicable redemption price or together with the then applicable redemption premium, if any, and the interest to accrue to the redemption date on such Bond are held for the purpose of such payment by the Trustee for the Series of Bonds of which such Bond is one, then such Bond so called for redemption shall, on the redemption date designated in such notice, become due and payable. Interest on the Bond so called for redemption shall cease to accrue.

Section 5.6. Cancellation. All Bonds which have been redeemed shall be canceled and either maintained or destroyed by the Registrar and shall not be reissued. A counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Registrar to the County upon the request of the County.

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ARTICLE VI

ESTABLISHMENT OF FUNDS; SECURITY FOR AND PAYMENT OF THE BONDS; INVESTMENT OF MONEYS

Section 6.1. Listing of Funds and Accounts. The following are the funds and accounts created and established by this Ordinance:

- (i) Revenue Fund to be held by the County or a bank or other financial institution designated from time to time by the County.
- (ii) Debt Service Fund for each Series of Bonds to be held by the Trustee, including, except as provided in a Supplemental Ordinance, an Interest Account, a Principal Account and a Bond Redemption Account.
- (iii) Debt Service Reserve Fund for each Series of Bonds, if any, to be held by the Trustee.
- (iv) Infrastructure Projects Fund each to be held by a bank or other financial institution designated from time to time by the County.
- (v) Construction Fund for each Series of Bonds, if any, to be held by a Custodian designated by the County.

One or more accounts may, by direction of the County or by the terms of a Supplemental Ordinance, be established within any of the above funds. It is intended by this Ordinance that the funds and accounts referred to in this Article (other than the Construction Fund) shall remain in existence for so long a time as any sum remains due and payable by way of principal of and interest on the Bonds, and that deposits and withdrawals therefrom be made in the manner herein prescribed and in the order of priority hereinafter set forth in Section 6.2 hereof. Upon the issuance of any Junior Bonds, the Trustee shall then establish in a Supplemental Ordinance a Junior Bond Debt Service Fund. Any debt service due on Junior Bonds shall be paid after all payments have been made with respect to the Debt Service Fund and Debt Service Reserve Fund.

Section 6.2. Disposition of Pledged Revenues. So long as any Bonds are Outstanding, the Pledged Revenues shall be applied at the times, in the amounts and for the purposes as provided or permitted by this Ordinance, and in the following order of priority:

First, provision shall be made for the payment of the principal of and interest on any Bonds then Outstanding, and there shall be transferred into the respective Debt Service Funds the amounts required by this Ordinance or any Supplemental Ordinance;

Second, there shall be transferred into the respective Debt Service Reserve Funds, if established, the amounts (including any payments required under the terms of any surety bond, insurance policy or letter of credit applicable thereto) required by this Ordinance or any Supplemental Ordinance for any Bond issued hereunder or thereunder;

Third, provision shall be made for payment of interest on amounts advanced by the provider of any surety bond, line of credit, insurance policy or letter of credit as contemplated in Section 6.7 hereof;

Fourth, provision shall be made for the payment of any Junior Bonds;

Fifth, the remaining balance shall be transferred into the Infrastructure Projects Fund.

Section 6.3. Security for and Payment of the Bonds. Each Series of Bonds, together with the interest thereon, shall be payable solely from and secured equally and ratably by a pledge of the Pledged Revenues which shall be and hereby are irrevocably pledged to the payment of the principal of, redemption premium, if any, and interest on the Series of Bonds authorized by the Supplemental Ordinances; provided, however, that Junior Bonds shall be secured solely as provided in Section 3.5 hereto. Each Series of Bonds may be further secured by the proceeds of such Series of Bonds deposited into the Construction Fund established to defray the Costs of Acquisition and Construction. A Series of Bonds issued to finance the acquisition of real or personal property may be additionally secured by a mortgage of that real or personal property, as specified in the Supplemental Ordinance.

To the extent that *ad valorem* taxes, prior to the conversion to Fee Payments pursuant to a Park Agreement, have been pledged to secure general obligation indebtedness of a political subdivision (which has taxing power within the applicable Joint County Industrial and Business Park) prior to the establishment of such Joint County Industrial and Business Park, such Fee Payments attributable to any real property and improvements thereon existing prior to the date of the Park Agreement shall first be applied, to the extent necessary, to the payment of such outstanding general obligation indebtedness.

To the extent such Fee Payments, prior to the date of enactment of this Ordinance, have been pledged or are hereafter pledged to the payment of Other Obligations or applied to any Special Source Credit, such Fee Payments shall first be applied, to the extent necessary, to the payment of such Other Obligations or applied to any Special Source Credit.

The Bonds, and the interest thereon are, (a) payable solely from all or a specifically described portion of the Pledged Revenues; (b) not secured by, or in any way entitled to, a pledge of the full faith, credit, or taxing power of the County; (c) not an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation but are payable solely from a special source that does not include revenues from any tax or license; and (d) not a pecuniary liability of the County or a charge against the County's general credit or taxing power.

All funds held by the Trustee in the respective Debt Service Funds and Debt Service Reserve Funds are hereby pledged for the benefit of the respective Bondholders as security for the Bonds of the Series to which such funds relate. The Pledged Revenues shall be and hereby are irrevocably pledged to the payment of the principal of, redemption premium, if any, and

interest on the Bonds. This provision of this Section 6.3 shall not preclude the issuance of Junior Bonds if such Junior Bonds be issued in conformity with the provisions of Section 3.5 hereof, but the pledge herein made shall preclude the issuance of bonds payable from or secured by a pledge of or lien on the Pledged Revenues superior to that herein made to secure the Bonds.

The covenants and agreements herein set forth to be performed by the County shall be for the equal and proportionate benefit, security and protection of all Holders of the Bonds without preference, priority or distinction as to payment or security or otherwise (except as to maturity) of any of the Bonds for any reason or cause whatsoever, except as expressly provided by the pledging of Pledged Revenues herein or by Supplemental Ordinance for each of such series of Bonds. Except as aforesaid, all Bonds shall rank *pari passu* and shall be secured equally and ratably hereunder without discrimination or preference whatsoever.

Section 6.4. Accounting Methods. The designation of the Revenue Fund and the Infrastructure Projects Fund in and by this Ordinance shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of the Pledged Revenues for certain purposes and to establish certain priorities for application of such Pledged Revenues as herein provided.

The cash required to be accounted for in each of the foregoing funds established herein may be deposited in a single bank account, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the cash in and deposited therein for the various purposes of such funds as provided herein.

Section 6.5. Revenue Fund. There is hereby established a Revenue Fund to be maintained in trust by the County in a bank or other financial institution designated, from time to time, by the County and into which shall be deposited all Pledged Revenues. Moneys in the Revenue Fund shall be used only in the manner specified in this Article VI and in the order of priority set forth in Section 6.2 hereof. Moneys held in the Revenue Fund may be invested, from time to time, in Permitted Investments; provided, however, that such Pledged Revenues in the Revenue Fund shall be made available to the Trustee on the fifth (5th) Business Day prior to each Interest Payment Date in amounts sufficient to make all transfers required to be made from the Revenue Fund by this Article VI and each Supplemental Ordinance.

Section 6.6. Debt Service Funds. There shall be established and maintained special funds of the County to be designated the Debt Service Fund for each Series of Bonds then Outstanding which shall be kept on deposit with the Trustee, and withdrawals therefrom shall be made for the purposes provided in this Ordinance or any Supplemental Ordinance. Each Debt Service Fund shall bear a separate series designation as may be necessary to distinguish such Debt Service Fund.

The respective Debt Service Funds are intended to provide for the payment of the principal of, redemption premium, if any, and interest on each Series of Bonds as the same respectively fall due. Payments into such funds shall be made in the manner prescribed by this Ordinance, and all moneys in the respective Debt Service Funds shall be used solely to pay the principal of, redemption premium, if any, and interest on the respective Series of Bonds, and for no other purpose, and withdrawals therefrom shall be made only to effect payment of the

principal of, redemption premium, if any, and interest on the respective Series of Bonds. Earnings on investments in the Debt Service Funds, including the accounts therein, shall be added to and become a part of such respective funds and the accounts therein.

There may be established in the respective Debt Service Funds from time to time a capitalized interest account to provide for the payment of interest on the Bonds of a particular Series as may be permitted hereunder. Any such account shall be created by a Supplemental Ordinance relating to the issuance of the Bonds of such Series. Any earnings from the investment of funds in the capitalized interest account not required to pay interest on the Bonds of any Series during the period for which interest on the Bonds of such Series is capitalized may be deposited in the Construction Fund created by the Supplemental Ordinance relating to such Bonds or, if such Construction Fund has been terminated or no such fund was created, such earnings shall be retained in the appropriate Debt Service Fund.

Unless and except as is otherwise set forth in a Supplemental Ordinance, not later than the fifth (5th) Business Day prior to each Interest Payment Date or Principal Payment Date, as the case may be, the County shall transfer or cause to be transferred to the Trustee from the Pledged Revenues in the Revenue Fund for deposit into the respective Debt Service Funds and ratably with respect to separate Series of Bonds for credit to the Interest Account, the Principal Account or the Bond Redemption Account, as the case may be, sufficient moneys so as to comply with the following provisions for the payment of the Bonds then Outstanding.

(a) There shall be established and maintained, for the purpose of paying the interest on the respective Series of Bonds as the same becomes due and payable, an Interest Account in the respective Debt Service Funds. In making any of the deposits to the Interest Account required by this paragraph (a), consideration shall be given to and allowance made for accrued interest received upon delivery of each Series of Bonds to the initial purchasers and for any other credits (including but not limited to capitalized interest with respect to each Series of Bonds) otherwise made to such Interest Account.

(b) There shall be established and maintained, for the purpose of paying the principal of the respective Series of Bonds as they mature, a Principal Account in the respective Debt Service Funds. In making any of the deposits to the Principal Account required by this paragraph (b), consideration shall be given to and allowance made for any other credits otherwise made to such Principal Account.

(c) There shall be established and maintained, in order to meet the specified sinking fund installment requirements of Term Bonds and to otherwise retire Term Bonds prior to maturity, a Bond Redemption Account in the respective Debt Service Fund. The Trustee shall apply the moneys credited to the Bond Redemption Account as sinking fund installments to the retirement of the Term Bonds of each respective Series by redemption in accordance with the Supplemental Ordinance providing for the issuance of such Series of Bonds, without further authorization or direction, on each date upon which a sinking fund installment is due with respect to the Term Bonds of such Series. The Trustee shall keep and retain accurate records of application of each deposit of funds under this paragraph (c). The Trustee shall give notice of all such redemptions in the name and on the behalf of the County in accordance with the provisions of Article V hereof. In making any of the deposits to the Bond Redemption Account required by this paragraph (c), consideration shall be given to and allowance made for any other credits otherwise made to such Bond Redemption Account.

(d) If, on the dates when the payments required by paragraphs (a), (b) and (c) of this Section are to be made, the aggregate of (i) the payments actually made pursuant to said paragraphs (a), (b) and (c), and (ii) the remaining payments to be made prior to the next succeeding date on which principal or interest, or both, as the case may be, will be due and payable, are less than the sum required to be transferred to a Debt Service Fund to effect the payment of the succeeding installment of principal or interest, or both, as the case may be, moneys in the applicable Debt Service Reserve Fund, if any, equal to such deficiency shall be added to the payment to be made pursuant to said paragraphs (a), (b) and (c).

Moneys in the respective Debt Service Funds shall be used and applied solely to the payment of the interest on and the retirement of the principal of and redemption premium, if any, on the respective Series of Bonds and shall be used and applied in accordance with the provisions of this Section 6.6 and this Ordinance. The moneys paid into the respective Debt Service Fund shall be held by the Trustee in trust solely for the purpose of paying the interest on and the retirement of the principal of and redemption premium, if any, on the respective Series of Bonds. Withdrawals from such funds shall be made by the Trustee in order to transfer such moneys to the Paying Agent for the respective Series of Bonds. Such withdrawals shall be made so that the necessary moneys shall be available to the Paying Agent not later than one Business Day prior to the day on which principal or interest or both, and redemption premium, if any, as the case may be, are payable on the Bonds.

Section 6.7. Debt Service Reserve Funds. A Supplemental Ordinance may provide for the establishment of a Debt Service Reserve Fund for any Series of Bonds. Each Debt Service Reserve Fund shall bear a separate Series designation as may be necessary to distinguish such Debt Service Reserve Fund and shall, subject to certain provisions of this Ordinance, be maintained in an amount equal to the applicable Reserve Fund Requirement, as determined pursuant to a Supplemental Ordinance, and in the manner determined pursuant to such Supplemental Ordinance, so long as the applicable Series of Bonds shall be Outstanding. Each such fund is intended to insure the timely payment of the principal of and interest on the applicable Series of Bonds and to provide for the redemption of such Series of Bonds prior to their stated maturities. The respective Debt Service Reserve Funds shall be kept on deposit with the Trustee, and withdrawals therefrom shall be made for the purposes provided in this Ordinance.

Moneys in each Debt Service Reserve Fund shall be used for the following purposes and for no other:

- (a) To prevent a Default in the payment of the principal of or interest on the applicable Series of Bonds, by reason of the fact that moneys in the applicable Debt Service Fund are insufficient for such purposes;
- (b) To pay the principal of, interest on, and redemption premium, if any, of the applicable Series of Bonds in the event that all Outstanding Bonds of such Series be redeemed as a whole;
- (c) To effect a partial redemption of the applicable Series of Bonds, provided that such redemption be undertaken in accordance with the provisions of this Ordinance permitting a partial redemption of the applicable Series of Bonds and the balance remaining in the applicable Debt Service Reserve Fund following such partial redemption shall not be less than the Reserve Fund Requirement; and
- (d) To effect the retirement of a Series of Bonds through purchase under the conditions herein prescribed.

Whenever the value (determined as of the valuation date and in accordance with the method specified in Section 6.10 hereof) of the cash and securities in the applicable Debt Service Reserve Fund shall exceed the Reserve Fund Requirement, such excess may, at the written direction of the County (i) be used to repurchase and retire the applicable Series of Bonds at prices not exceeding the call price first to become available or then prevailing, (ii) be deposited as the County deems advisable or (iii) be transferred to the Construction Fund during the period of construction or acquisition of a Project. Purchases of Bonds shall be effected by the County through the Trustee, and whenever Bonds shall have been purchased pursuant to this authorization, it shall be the duty of the Trustee to cancel and destroy such Bonds and to deliver certificates evidencing such act to the County.

Whenever the value (determined as of the valuation date and in accordance with the method specified in Section 6.10 hereof) of cash and securities in the respective Debt Service Reserve Fund shall be less than the applicable Reserve Fund Requirement, there shall be deposited from available Pledged Revenues into the applicable Debt Service Reserve Fund over the next succeeding twelve (12) months, successive equal monthly installments of the amount necessary to re-establish in the applicable Debt Service Reserve Fund its respective Reserve Fund Requirement.

In lieu of the deposit of moneys into the Debt Service Reserve Fund established with respect to any Series of Bonds to meet the Reserve Fund Requirement with respect to that Series, the County may cause to be credited a surety bond or an insurance policy payable to, or a letter of credit in favor of, the Trustee for the benefit of the Holders of the Bonds meeting the standard set forth in the Supplemental Ordinance authorizing that Series of Bonds, as the case may be. The amount of moneys required to be deposited to the Debt Service Reserve Fund shall be reduced by the amount of the surety bond, insurance policy, or letter of credit. The surety bond, insurance policy, or letter of credit shall be payable (upon the giving of notice as required thereunder) on any Interest Payment Date on which moneys will be required to be withdrawn

from the Debt Service Reserve Fund and applied to the payment of the principal of or interest on any Bonds of that Series but only to the extent that withdrawals cannot be made by amounts then credited to the Debt Service Reserve Fund.

If the County obtains a surety bond, insurance policy or letter of credit in substitution for moneys deposited to the applicable Debt Service Reserve Fund as may be permitted under the applicable Supplemental Ordinance, excess moneys in the respective Debt Service Reserve Funds shall be transferred to the applicable Construction Fund, or if one does not exist, be deposited as the County deems advisable.

Section 6.8. Infrastructure Projects Fund.

(a) There is hereby established the Infrastructure Projects Fund to be maintained by the County in a bank or other financial institution. Moneys in the Infrastructure Projects Fund may be applied from time to time as directed by Council, including, but not limited to, to defray the Costs of Acquisition and Construction of one or more Projects. Moneys in this Fund shall be transferred to the Debt Service Fund whenever necessary in order to prevent a default in the payment of principal of, redemption premium, if any, or interest when due on any Bonds after moneys in the Revenue Fund, the Debt Service Fund, or the Debt Service Reserve Fund, if any, have been applied for that purpose.

(b) After required deposits have been made into the Debt Service Fund, the Debt Service Reserve Fund, if any, and payment has been made on any Junior Bonds, there shall be deposited from the Revenue Fund into the Infrastructure Projects Fund the remaining balance of Pledged Revenues, if any.

(c) Withdrawals from the Infrastructure Projects Fund may be made from time to time upon written requisition signed by an Authorized County Representative.

Section 6.9. Establishment of Construction Fund. There shall be established with the Custodian a Construction Fund with respect to each Series of Bonds (other than for Bonds issued pursuant to Section 3.4 hereof) in the Supplemental Ordinance providing for their issuance, the moneys in which shall be used to defray the costs of any Project and to pay any Costs of Acquisition and Construction with respect to the facilities so financed and Costs of Issuance. On the occasion of the delivery of any Series of Bonds (other than Bonds issued pursuant to Section 3.4 hereof), the proceeds therefrom shall be paid into the Construction Fund established for such Series as set forth in a Supplemental Ordinance authorizing their issue. Withdrawals from the Construction Fund shall not be made except as provided in the Supplemental Ordinance establishing such Construction Fund.

Section 6.10. Investment of Funds. Moneys held for the credit of the respective Debt Service Funds shall be invested, to the fullest extent practicable and reasonable, in Permitted Investments which shall mature prior to the respective dates when the moneys held for the credit of such fund will be required for the purpose intended. Moneys in the respective Debt Service Reserve Funds established by this Ordinance or a Supplemental Ordinance shall be invested, to the fullest extent practicable, in Permitted Investments. Moneys in any other funds established by this Ordinance shall be invested, to the fullest extent practicable, in Permitted Investments, maturing at such times and in such amounts as shall be required to provide moneys to make the payments required to be made from such funds. Investment instructions shall be given to the Trustee or to the Custodian, as the case may be, by an Authorized County Representative, provided such instructions which are given orally must be subsequently confirmed in writing.

The Trustee or other depository shall, not later than June 15 of each year, value as of the preceding June 1 or the succeeding Business Day thereafter, Permitted Investments in the various funds established by this Ordinance and held by the Trustee or other depository and shall forward such valuation to the County. The value of Permitted Investments (except investment agreements) shall be determined by the Trustee or other depository at the market value thereof, exclusive of accrued interest, provided, however, Permitted Investments in any Debt Service Reserve Fund shall be valued at cost if the maturity thereof is one year or less and shall be valued at market value and marked to market annually if the maturity thereof is longer than one (1) year. The Trustee shall not be accountable or liable for any depreciation in the value of any investments in any funds or for any losses incurred upon the disposition thereof.

The Trustee shall not be required to enter into any investment, forward delivery or similar agreement unless (a) such agreement is in form and content acceptable to the Trustee, and such agreement provides that the liability of the Trustee thereunder is limited to losses arising from the negligence of the Trustee, and (b) the County agrees to pay the Trustee a separate scheduled fee for its services provided under such agreement.

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ARTICLE VII

COVENANTS

Section 7.1. To Pay Principal, Premium and Interest on the Bonds. The County covenants and agrees to punctually pay, or cause to be paid, out of the Pledged Revenues pledged to such payment in Article VI hereof and the Supplemental Ordinance, the principal of, redemption premium, if any, and the interest on each and every Bond issued under the provisions of this Ordinance at the place, on the dates, and in the manner provided herein.

Section 7.2. Joint County Industrial and Business Parks. The County shall promptly perform the duties and obligations imposed and assumed by it in accordance with the terms and provisions of any Park Agreements. The County shall make all reasonable efforts to enforce each of the Park Agreements in accordance with its respective terms and shall not terminate any Park Agreement or materially reduce the properties therein unless there shall first be provided to the Trustee a certificate executed by an Authorized County Representative stating: (a) that, after consideration of the reduction in the Pledged Revenues resulting from the termination of a Park Agreement or reduction of properties therein, the amount of Pledged Revenues, for the prior consecutive 12 month period would be not less than 120% of the Maximum Debt Service for any succeeding Fiscal Year of the Bonds then Outstanding hereunder; and (b) the amount of Pledged Revenues remaining after the termination of the Park Agreement or the reduction of properties therein is sufficient to pay Maximum Debt Service for any succeeding Fiscal Year of the Bonds then Outstanding hereunder.

Section 7.3. Records, Accounts and Audits. The County covenants and agrees to keep proper books of records and accounts (separate from all other records and accounts), in which complete and correct entries shall be made of all transactions relating to the Pledged Revenues. Such records shall be kept in accordance with the standards from time to time prescribed by the Governmental Accounting Standards Board or its successor. The County will cause to be furnished to any Holder of any of the Bonds who makes written request therefor copies of financial statements certified by an Accountant. The Trustee shall not be responsible for obtaining audits of the County.

Section 7.4. Other Obligations and Special Source Credits. Except as otherwise provided in this Ordinance, the County covenants and agrees not to issue any bonds, notes, certificates or other obligations or evidences of indebtedness other than the Bonds or obligations authorized or permitted hereby secured by a pledge of the Pledged Revenues; provided nothing in this Ordinance shall prevent or prohibit the County from issuing any Other Obligations or granting any Special Source Credits after the enactment of this Ordinance.

ARTICLE VIII

TRUSTEE; RESIGNATION OF TRUSTEE; LIABILITY OF TRUSTEE FOR INVESTMENTS; CUSTODIANS

Section 8.1. Trustee. The Council hereby designates Branch Banking and Trust Company as Trustee under this Ordinance.

On or prior to the delivery of the Bond of 2010, the Trustee shall signify its acceptance of the powers, duties and obligations conferred and imposed upon it by this Ordinance by executing and delivering to the County a written instrument of acceptance.

The Trustee shall (a) prior to the occurrence of an Event of Default as set forth in Article X hereof, and after the curing of all Events of Default which may have occurred, perform such duties and obligations as are specifically set forth in this Ordinance, and no implied covenants or obligations shall be read into this Ordinance against the Trustee, and (b) during the existence of any Event of Default of which the Trustee has actual notice (which has not been cured or waived) exercise the rights and powers vested in it by this Ordinance and use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

No provisions of this Ordinance shall be construed to relieve the Trustee from liability for its own negligence or intentionally wrongful action or failure to act.

At all times, (a) the Trustee shall not be liable for any error of judgment made in good faith by an officer or employee of the Trustee unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; (b) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a majority (or such lesser percentage as is specifically required or permitted by this Ordinance) in the aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting a proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Ordinance; and (c) in the administration of the trusts of this Ordinance, the Trustee may execute any of the trusts or powers hereof directly or through its agents or attorneys and shall not be responsible for any misconduct or negligence of any such agent or attorneys. The Trustee may consult with counsel at the County's expense and the written opinion of such counsel addressed to the County and the Trustee shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

The Trustee may rely upon the authenticity and truth of the statements and the correctness of the opinions expressed in, and shall be protected in acting upon any notice, resolution, request, consent order, certificate, report, opinion, note, or other paper or document furnished to it pursuant to any provision of this Ordinance, believed by it to be genuine and to have been signed and presented by the proper party.

The Trustee shall not be required to take notice or be deemed to have notice or actual knowledge of any Event of Default specified in Article X hereof other than a payment default described in subparagraphs A or B of Section 10.1 unless the Trustee shall receive from the County or the Holders of 25% in principal amount of the Bonds then Outstanding written notice stating that an Event of Default hereunder has occurred and specifying the same, and, in the absence of such notice, the Trustee may conclusively assume that there is no such Event of Default.

The Trustee shall be entitled to payment of and reimbursement by the County for reasonable fees and expenses in accordance with its then applicable fee schedule for its services rendered hereunder and all advances and counsel fees reasonably and necessarily made or incurred by the Trustee in connection with such services. The obligations of the County to make the payments described in this Section 8.1 shall survive discharge of this Ordinance, the resignation and removal of the Trustee and payment in full of the Bonds.

The Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conformed to the requirements of this Ordinance.

No provision of this Ordinance or any Supplemental Ordinance shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Any request, direction, order or demand of the County under this Ordinance shall be sufficiently evidenced by a written certificate of a Authorized County Representative (unless other evidence thereof is specifically prescribed) and any resolution of the Council may be sufficiently evidenced by a copy thereof certified by an Authorized County Representative.

Whenever in the administration of this Ordinance or any Supplemental Ordinance the Trustee deems it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence thereof is specifically prescribed) may rely upon a certificate of the Authorized County Representative.

The Trustee is not required to make any inquiry or investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, approval, bond, debenture or other paper or document; but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit and, if the Trustee determines to make such further inquiry or investigation, it is entitled to examine the books, records and premises of the County in person or by its agent or attorney.

The Trustee is not required to give any bond or surety with respect to the performance of its duties or the exercise of its powers under this Ordinance or any Supplemental Ordinance.

In the event the Trustee receives inconsistent or conflicting requests and indemnity from two or more groups of holders of Bonds, each representing less than a majority in aggregate principal amount of the Bonds Outstanding, pursuant to the provisions of this Ordinance or any Supplemental Ordinance, the Trustee, in its sole discretion, may determine what action, if any, shall be taken.

The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Ordinance or any Supplemental Ordinance shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and right to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Ordinance and any Supplemental Ordinance and final payment of the Bonds.

The permissive right of the Trustee to take the actions permitted by this Ordinance and any Supplemental Ordinance shall not be construed as an obligation or duty to do so.

Except for information provided by the Trustee concerning the Trustee, the Trustee shall have no responsibility for any information in any offering memorandum or other disclosure material distributed with respect to the Bonds, and the Trustee shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

The recitals contained in this Ordinance and in the Bonds (other than the certificate of authentication on the Bonds) are statements of the County, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the value, condition or sufficiency of any assets pledged or assigned as security for the Bonds, the right, title or interest of the County therein, the security provided thereby or by this Ordinance, or the tax-exempt status of the Bonds. The Trustee is not accountable for the use or application by the County of any of the Bonds or the proceeds of the Bonds, or for the use or application of any moneys paid over by the Trustee in accordance with any provision of this Ordinance.

The Trustee, in its commercial banking or in any other capacity, may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Bondholder may be entitled to take with like effect as if it were not Trustee. The Trustee, in its commercial banking or in any other capacity, may also engage in or be interested in any financial or other transaction with the County and may act as depository, trustee or agent for any committee of Bondholders secured hereby or other obligations of the County as freely as if it were not Trustee. The provisions of this Section 8.1 shall extend to affiliates of the Trustee.

The Trustee shall not, in any event, be required to take, defend, or appear in any legal action or proceeding hereunder or to exercise any of the trusts or powers hereof unless it shall first be adequately indemnified to its satisfaction against the costs, expenses, and liabilities which may be incurred thereby. Every provision of this Ordinance relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions hereof.

To the extent permitted by law, the County hereby agrees to indemnify, defend and hold

the Trustee harmless from and against any loss, liability or expense incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of the office of Trustee under this Ordinance, including the costs of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder.

Section 8.2. Resignation of Trustee. The Trustee may resign at any time by giving thirty (30) days' written notice to the County and by giving notice to the Holders of the Bonds by publication of such resignation. Such notice shall be published at least once in a financial journal of general circulation published on each business day in each calendar week in the City of New York, New York. No resignation will become effective until a successor Trustee has been appointed and accepts such appointment as provided below. Upon receiving notice of resignation, the County shall promptly appoint such successor Trustee by an instrument in writing executed by order of its Council. In the event a successor Trustee has not been appointed within sixty (60) days of the date notice of resignation is given, the Trustee, at the County's expense, may apply to any court of competent jurisdiction for the appointment of a successor Trustee to act until such time as a successor is appointed as provided in this Section.

Section 8.3. Removal of Trustee. Upon thirty (30) days written notice, the County, at its sole discretion, provided that an Event of Default shall not have occurred and be continuing, may remove the Trustee. The removal of the Trustee under this Section 8.3 shall not be effective until a successor Trustee has been appointed and has accepted the duties of Trustee.

With or without cause, the Holders of a majority in aggregate principal amount of the Bonds at the time outstanding may, upon thirty (30) days written notice to the Trustee and the County, remove the Trustee and appoint a successor Trustee by instrument or instruments in writing signed by such Holders of the Bonds. In the event a successor Trustee has not been appointed within sixty (60) days of the date notice of removal is given, the Trustee, at the County's expense, may apply to any court of competent jurisdiction for the appointment of a successor Trustee to act until such time as a successor is appointed as provided in this Section 8.3.

Section 8.4. Successor Trustee. Unless otherwise ordered by a court or regulatory body having competent jurisdiction, or unless required by law, any successor Trustee shall, if there is such an institution willing, qualified and able to accept the trust upon reasonable or customary terms, be (i) a bank, or a wholly owned subsidiary of a bank holding company, having a combined capital, surplus and undivided profits of at least \$50,000,000; or (ii) a trust company having at least \$100,000,000 of trust assets under management and a combined capital, surplus and undivided profits of at least \$50,000,000 and, in each case, being qualified to do, and doing, trust business in the State.

Any successor Trustee appointed as provided in this section, shall execute, acknowledge and deliver to the County and its predecessor Trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor of the trust hereunder. Upon the request of any such successor Trustee, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and duties. Upon acceptance of appointment by a successor Trustee, the County shall notify the registered Holder of each Bond then Outstanding by first-class mail, postage prepaid.

The predecessor Trustee shall execute any and all documents necessary or appropriate to convey all interest it may have to the successor Trustee. The predecessor Trustee shall promptly transfer all funds to the successor Trustee and deliver all records relating to the trust or copies thereof and communicate all material information it may have obtained concerning the trust to the successor Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated, or any corporation or association resulting from any merger, or any corporation or association succeeding to the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto.

Each, every and all funds and accounts held by the Trustee shall be impressed with a trust for the benefit of the Holders of the Bonds, under the provisions of this Ordinance and of the Act.

Section 8.5. Custodians. The Construction Fund shall at the option of the County be held by a bank, a trust company, a national banking association or a national association as Custodian under this Ordinance or a Supplemental Ordinance.

Section 8.6. Liability of Trustee for Investments. The Trustee and all Custodians shall not be liable for the making of any investment authorized by this Ordinance in the manner provided in this Ordinance or for any loss resulting from any such investment so made, except for its own negligence or willful misconduct. All investments shall be made in accordance with Section 6.12 of this Ordinance.

Section 8.7. Trustee and Custodians Protected in Relying upon Resolutions. The Trustee and all Custodians shall at all times be protected in acting upon any notice, resolution, request, consent, order, certificate, statement, opinion, bond, or other paper or document believed to be genuine and to have been signed by the proper party or parties.

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ARTICLE IX

AMENDMENTS OR SUPPLEMENTS TO THIS ORDINANCE

Section 9.1. Amendments or Supplements to this Ordinance. The County shall not amend this Ordinance except in accordance with the provisions of this Article.

A. The County may, from time to time and without the consent of any Holder of the Bonds enact an ordinance amendatory hereof or supplemental hereto for the purpose of (a) providing for the issuance of Bonds pursuant to the provisions of Article III hereof, or (b) (i) making any amendments or modifications hereto which may be required to permit this Ordinance to be qualified under the Trust Indenture Act of 1939, as amended; (ii) making any modification or amendment to this Ordinance not inconsistent herewith required for the correction of language or to cure any ambiguity or defective provisions, omission, mistake or manifest error herein contained; (iii) making any amendments or supplements hereto to grant to or confer upon the Holders additional rights, remedies, power and authority, or to grant to or confer upon any Holders, committee or trustee for the Holders any additional rights, power or authority; or (iv) to add to the security of the Holders of the Bonds.

B. From time to time the Holders of 66-2/3% in principal amount of the Bonds then Outstanding, by an instrument or instruments in writing signed by such Holders and filed with the County and the Trustee, shall have power to assent to and authorize any modification or amendment to the provisions of this Ordinance that may be proposed by the County or of the rights and obligations of the County and of the Holders of Bonds issued hereunder. Any action herein authorized to be taken with the assent and authority given as aforesaid of the Holders of at least 66-2/3% in principal amount of the Bonds at the time Outstanding shall be effective and binding upon all of the Holders of Bonds issued hereunder; and any action herein authorized to be taken with the assent and authority given as aforesaid of the Holders of 66 2/3% in principal amount of the Bonds at the time Outstanding shall be effective and binding upon all of the Holders of Bonds Outstanding and upon the County as fully as though such action were specifically and expressly authorized by the terms of this Ordinance; provided always that without the consent of the Holder of each Bond affected thereby, no such modification shall be made which will (a) extend the time of payment of principal of or the interest on any Bond, or reduce the principal amount thereof or the rate of interest thereon or the premium payable upon the redemption thereof, or (b) give to any Bond or Bonds any preference over any other Bond or Bonds, or (c) authorize the creation of any pledge prior to or, except as provided herein for the issuance of Series of Bonds, on a parity with the pledge afforded by this Ordinance, or (d) reduce the percentage in principal amount of the Bonds required to assent to or authorize any such modification to this Ordinance. For the purpose of computations required by this paragraph, Bonds directly or indirectly owned or controlled by the County shall be disregarded.

Any modification or amendment or supplement to the provisions of this Ordinance or of any Supplemental Ordinance supplemental hereto shall be set forth in an ordinance to be enacted by the County.

No amendment or supplement which adversely affects the Trustee's rights, duties, obligations or responsibilities may be effected without the consent of the Trustee.

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ARTICLE X

EVENTS OF DEFAULT

Section 10.1. Events of Default. With respect to the Bonds, the following shall constitute "Events of Default":

A. If payment of the principal of any Bond, whether at maturity or by proceedings for redemption, or upon mandatory sinking fund redemption, or by declaration as provided in Section 11.1 hereof, or otherwise, is not made by the County as the same becomes due and payable; or

B. If payment of any installment of interest on any Bond is not made by the County as the same becomes due and payable; or

C. If the County shall fail or refuse to comply with the essential provisions of the Act, or shall fail in the due and punctual performance of any of the covenants, conditions, agreements and provisions contained in the Bonds or in this Ordinance or in any Supplemental Ordinance on the part of the County to be performed, and such failure continues for sixty (60) days after written notice specifying such failure and requiring the same to be remedied has been given to the County by the Trustee, or the Holders of not less than 20% in principal amount of the Bonds then Outstanding or any trustee or committee therefor; or

D. If any proceedings are instituted, with the consent or acquiescence of the County, for the purpose of effecting a composition between the County and its creditors and if the claim of such creditors is in any circumstance payable from any of the Pledged Revenues or any other moneys pledged and charged in this Ordinance or any Supplemental Ordinance for the payment of the Bonds, or any such proceedings are instituted for the purpose of adjusting the claims of such creditors, pursuant to any federal or State statute now or hereafter enacted; or

E. If the County is for any reason rendered incapable of fulfilling its obligations hereunder in any material respect.

Subject to the provisions, limitations and conditions of Sections 11.1 and 11.2 hereof, insofar as the remedies provided in said provisions are concerned, nothing in Section 11.3 hereof or in this Article, and particularly nothing in subparagraph C of this Section 10.1, shall prohibit or limit, or be construed as prohibiting or limiting any Holder of a Bond from enforcing the duties of the County, or any of the officers thereof, under any provisions of this Ordinance (including, without limiting the generality of the foregoing, the duties imposed by or referred to in Section 11.3 hereof) by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction, even though the failure of the County or any of the officers thereof to perform any such duty may not then constitute an "Event of Default" as defined in this Article.

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ARTICLE XI

REMEDIES UPON EVENT OF DEFAULT

Section 11.1. Declaration of Principal and Interest as Due. Upon the occurrence of an Event of Default, and at any time thereafter while such Event of Default continues, then and in each and every case the Trustee in its own name and as trustee of an express trust, on behalf and for the benefit and protection of the Holders of all Outstanding Bonds, may proceed, and upon the written request of the Holders of not less than 25% in principal amount of the Bonds then Outstanding, shall proceed to declare the principal of all Bonds then Outstanding, together with all accrued and unpaid interest thereon, if not already due, to be due and payable immediately, and upon any such declaration the same shall become and be due and payable immediately, subject to the limitations contained in Section 6.3 hereof. This provision is also subject, however, to the condition that, if at any time after the principal of the Bonds, together with the accrued and unpaid interest thereon and other moneys secured hereby, have been so declared due and payable and before any further action has been taken (other than the making of the above declaration), the principal amount of all Bonds which have matured either according to the maturity date or dates otherwise specified therein (except as a result of such declaration) and all arrears of interest upon all Bonds, except interest accrued but not yet due on said Bonds, have been paid or caused to be paid, and all other Events of Default, if any, which have occurred have been remedied, cured or secured, then and in each and every such case the Holders of 25% in principal amount of the Bonds then Outstanding, by notice in writing delivered to the Trustee and the County, may waive such Default and its consequences and rescind and annul such declaration. No such waiver or rescission or annulment shall extend to or affect any subsequent default or impair or exhaust any right or power related to such subsequent Default.

Section 11.2. Suits at Law or in Equity and Mandamus. In case any one or more of the Events of Default shall happen and be continuing, then and in every such case, but subject to the provisions, limitations and conditions of Section 11.1 hereof so far as the remedies provided in said provisions are concerned, the Holder of any Bond at the time Outstanding, or Trustee therefor, may, for the equal benefit and protection of all Holders of the Bonds similarly situated,

- (a) by mandamus or other suit, action or proceedings at law or in the equity, enforce such Bondholder's right against the County and require and compel the County to perform and carry out its duties and obligations under the Act and this Ordinance, and to perform and carry out its covenants and agreements with the Bondholders;
- (b) by action or suit in equity require the County to account as if such County were the trustee of an express trust;
- (c) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders; or
- (d) bring suit upon the Bonds.

Section 11.3. Remedies Not Exclusive; Effect of Waiver of Default; Effect of Abandonment of Proceedings or Adverse Determination. The Holders from time to time of the Bonds shall be entitled to all the remedies and benefits of this Ordinance as are and as shall be provided by law, and, subject to the provisions of Section 11.1 hereof, nothing herein shall be construed to limit the rights or remedies of any such Holders under any applicable statute that may now exist or be enacted thereafter. No remedy conferred by the Act and this Article upon any Holder of any Bond is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred by the Act and this Article or by any other law now or hereafter existing. Every substantive right and remedy conferred upon the Holders of the Bonds may be enforced and exercised from time to time and as often as may be deemed expedient.

No waiver of any default or breach of duty or contract by any Holder of any Bond shall extend to or affect any subsequent default or breach of duty or contract, or shall impair any rights or remedies thereon. No delay or omission of any Holder of a Bond to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein.

In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and then discontinued or abandoned, or shall be determined adversely to Holders of the Bonds then and in every such case, the County and such Holders shall be restored to their former positions and rights and remedies as if no suit, action or proceeding had been brought or taken.

Section 11.4. Restrictions on Bondholder's Action.

A. No Holder of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of this Ordinance or the execution of any trust under this Ordinance or for any remedy under this Ordinance unless such Holder shall have previously given to the Trustee written notice of the happening of an Event of Default and the Holders of at least 25% in principal amount of the Bonds then Outstanding shall have filed a written request with the Trustee and shall have offered the Trustee reasonable opportunity, either to exercise the powers granted in this Ordinance or by the laws of the State or to institute such action, suit or proceeding in its own name, and unless such Holders shall have offered to the Trustee adequate security and indemnity against the costs, fees (including reasonable attorneys' fees), expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused to comply with such request for a period of sixty (60) days after receipt by it of such notice, request an offer of indemnity. No one or more Holders of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the pledge created by this Ordinance, or to enforce any right under this Ordinance, except in the manner therein provided. All proceedings at law or in equity to enforce any provision of this Ordinance shall be instituted, had and maintained in the manner provided in this Ordinance and for the equal benefit of all Holders of the Outstanding Bonds.

B. Nothing in this Ordinance or in the Bonds contained shall affect or impair the obligation of the County, which is absolute and unconditional, to pay at the respective dates of maturity and places therein expressed the principal of (and redemption premium, if any) and interest on the Bonds to the respective Holders thereof, subject to the limitations contained in Section 6.3 hereof, or affect or impair the right of action, which is also absolute and unconditional, of any Holder to enforce such payment of his Bond.

Section 11.5. Application of Revenues and Other Moneys After Default. During the continuance of an Event of Default, all moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses and advances incurred or made by the Trustee with respect thereto, be deposited in the respective Debt Service Funds, and all amounts held by the Trustee hereunder shall be applied as follows (provided if more than one Debt Service Fund has been established, such amounts shall be paid ratably):

A. Unless the principal of all Outstanding Bonds shall have become or have been declared due and payable:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds in the order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the person entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal amounts or redemption premium, if any, of any Bonds which shall have become due (other than Bonds previously called for redemption in accordance with the provisions hereof), whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the principal amounts or redemption premium, if any, due on such date, to the persons entitled thereto, without any discrimination or preference.

B. If the principal amounts of all Outstanding Bonds shall have become or have been declared due and payable, to the payment of the principal amounts and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal amounts and interest, to the persons entitled thereto without any discrimination or preference.

C. If the principal amounts of all Outstanding Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article XI, then, subject to the provisions of this Section 11.6 in the event that the principal amounts of all Outstanding Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (A) of this Section 11.6.

D. Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Bond payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the principal amounts to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement of any partial payment or for cancellation if fully paid.

E. Whenever all Bonds and interest thereon have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid, any balance remaining shall be paid to the person entitled to receive the same; if no other person shall be entitled thereto, then the balance shall be paid to the County or as a court of competent jurisdiction may direct.

[Remainder of page intentionally left blank]

ARTICLE XII

DEFEASANCE

Section 12.1, Defeasance. The obligations of the County under this Ordinance and the liens, pledges, charges, trusts, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any Bond; and, unless or except as otherwise provided in the Supplemental Ordinance providing for the issuance of any Series of Bonds, such Bond or Series of Bonds shall no longer be deemed to be Outstanding hereunder, when:

A. Such Bond or Series of Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent, and is canceled or subject to cancellation by the County or Paying Agent; or

B. Payment of the principal of, redemption premium, if any, and interest on such Bond or Series of Bonds, either (a) shall have been made or caused to be made in accordance with the terms thereof, or (b) shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably setting aside exclusively for such payment, (i) moneys sufficient to make such payment, or (ii) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee, Paying Agent and the Registrar, or a combination thereof. At such time as a Bond or Series of Bonds shall no longer be deemed to be Outstanding hereunder, as aforesaid, such Bond or Series of Bonds shall cease to draw interest from the maturity date or redemption date thereof, and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

Any moneys so deposited with the Trustee as provided in this Article may at the direction of the County also be invested and reinvested in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Government Obligations in the hands of such Trustee which is not required for the payment of the Bonds or Series of Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be treated as Pledged Revenues.

Notwithstanding any provision hereof which may be contrary to the provisions of this Article, all moneys or Government Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds or Series of Bonds shall be applied to and used solely for the payment of the particular Bonds or Series of Bonds with respect to which such moneys and Government Obligations have been so set aside in trust.

Any provision hereof to the contrary notwithstanding, if moneys or Government Obligations have been deposited or set aside with the Trustee pursuant to this Article for the payment of the Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Article shall be made without the consent of the Bondholder of each Bond or Series of Bonds affected thereby.

If moneys or Government Obligations have been deposited with the Trustee pursuant to this Section 12.1 for payment of less than all Bonds of a Series and maturity, the Bonds of such

Series and maturity to be so paid from such deposit shall be selected by the Trustee by lot by such method as shall provide for the selection of portions (in authorized denominations) of the principal of Bonds of such Series and maturity of a denomination larger than the smallest authorized denomination. Such selection shall be made within seven (7) days after the moneys or Government Obligations have been deposited with the Trustee. This selection process shall be in lieu of the selection process otherwise provided with respect to redemption of Bonds in Article V. After such selection is made, Bonds that are to be paid from such deposit (including Bonds issued in exchange for such Bonds pursuant to the transfer or exchange provisions of this Ordinance) shall be identified by a separate CUSIP number or other designation satisfactory to the Trustee. The Trustee shall notify Bondholders whose Bonds (or portions thereof) have been selected for payment from the moneys or Government Obligations on deposit and shall direct such Bondholders to surrender their Bonds to the Trustee in exchange for Bonds with the appropriate designation. The selection of Bonds for payment from such deposit pursuant to this paragraph shall be conclusive and binding upon the County and the Bondholders.

The County shall give to the Trustee in form satisfactory to it irrevocable instructions to give notice of the deposit of moneys or Government Obligations, the selection of Bonds to be redeemed including CUSIP numbers and the anticipated date of redemption. The Trustee shall promptly give such notice to the Bondholders including the information required under Section 5.3.

[Remainder of page intentionally left blank]

ARTICLE XIII

MISCELLANEOUS

Section 13.1. Benefits of Ordinance Limited to the County, the Trustee and Holders of the Bonds. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Bonds is intended or should be construed to confer upon or give to any person other than the County, the Trustee and the Holders of the Bonds, any legal or equitable right, remedy or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, agreement or provision herein contained. This Ordinance and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the County, the Trustee and the Holders from time to time of the Bonds as herein and therein provided.

Section 13.2. Ordinance Binding Upon Successors or Assigns of the County. All the terms, provisions, conditions, covenants, warranties and agreements contained in this Ordinance shall be binding upon the successors and assigns of the County and shall inure to the benefit of the Trustee, its successors or substitutes in trust and assigns, and the Holders of the Bonds.

Section 13.3. No Personal Liability. No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the County contained in this Ordinance or the Bonds, against any member of the County, any officer or employee, as such, in his or her individual capacity, past, present or future, of the County, either directly or through the County, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise. It is expressly agreed and understood that this Ordinance and the Bonds are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer or employee as such past, present or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the Trustee or the Bondholder or to be implied therefrom as being supplemental hereto or thereto. All personal liability of that character against every such member, officer and employee is, by the adoption of this Ordinance and the execution of the Bonds, and as a condition of, and as a part of the consideration for, the adoption of this Ordinance and the execution of the Bonds, expressly waived and released. The immunity of members, officers and employees of the County under the provisions contained in this Section 13.3 shall survive the termination of this Ordinance.

Section 13.4. Effect of Saturdays, Sundays and Legal Holidays. Whenever this Ordinance requires any action to be taken on a Saturday, Sunday, legal holiday or bank holiday in the State, such action shall be taken on the first Business Day occurring thereafter. Whenever in this Ordinance the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, legal holiday or bank holiday, in the State, such time shall continue to run until midnight on the succeeding Business Day. Interest on such principal amount shall cease to accrue on the date on which such payment was due if such payment is made on the immediately succeeding Business Day.

Section 13.5. Partial Invalidity. If any one or more of the covenants or agreements or portions thereof provided in this Ordinance on the part of the County or the Trustee or any

Paying Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements and portions thereof provided in this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds, but the Holders of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because of conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 13.6. Law and Place of Enforcement of this Ordinance. This Ordinance shall be construed and interpreted in accordance with the laws of the State and all suits and actions arising out of this Ordinance shall be instituted in a court of competent jurisdiction in the State.

Section 13.7. Effect of Article and Section Headings and Table of Contents. The headings or titles of the several Articles and Sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Ordinance.

Section 13.8. Amendment to Multi-County Park Ordinances; Repeal of Inconsistent Ordinances and Resolutions. The Multi-County Park Ordinances, other than the Multi-County Park Ordinance enacted by the County which authorized the establishment of the Highpointe/PointeWest Park, are hereby amended to provide that fifteen percent (15%) of the Fee Payments retained by the County for properties located within both the geographical boundaries of the County and in the respective Joint County Industrial and Business Parks authorized to be established by such Multi-County Park Ordinances, after payment of the Multi-County Fee to one or more Partner Counties under the terms of the respective Park Agreements, shall be retained by the County deposited into the Revenue Fund established herein and be made available to pay for costs of infrastructure for economic development in the County, including payment of Debt Service on Bonds or Junior Bonds. All remaining provisions of the Multi-County Park Ordinances shall remain unchanged. All ordinances and resolutions of the County, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 13.9. Effectiveness of this Ordinance. This Ordinance shall become effective upon its enactment; provided, however, that it shall not be necessary for the County to establish the funds and accounts created in Article VI hereof prior to the issuance of any Bonds.

Section 13.10. Notices. All notices, certificates, or other communications hereunder or under this Ordinance shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, or given when dispatched by telegram addressed as follows:

If to the County:

Oconee County, South Carolina
415 S. Pine Street
Walhalla, South Carolina 29691
Attention: County Administrator

If to the Trustee:

Branch Banking and Trust Company
223 West Nash Street
Wilson, North Carolina 27893
Attention: Corporate Trust Department

The County and the Trustee may, by notice given to the other parties, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 13.11. Codification. This Ordinance shall be forthwith codified in the Code of County Ordinances in the manner required by law and the name shall be indexed under the general heading "General Bond Ordinance – Oconee County, South Carolina, Special Source Revenue Bonds".

[Signature page follows]

Enacted by the County Council of Oconee County, South Carolina, this ____ day of _____, 2010.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council
Oconee County, South Carolina

ATTEST:

Administrator, Oconee County, South Carolina

Clerk to County Council,
Oconee County, South Carolina

Date of First Reading: February 16, 2010
Date of Second Reading: _____, 2010
Date of Public Hearing: _____, 2010
Date of Third Reading: _____, 2010

[Signature Page]

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE NO. 2010-06**

A FIRST SUPPLEMENTAL ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING \$4,000,000 SPECIAL SOURCE REVENUE BOND, SERIES 2010, OF OCONEE COUNTY, SOUTH CAROLINA; PRESCRIBING THE FORM AND DETAILS OF SUCH BOND; AUTHORIZING THE CHAIRMAN OR VICE-CHAIRMAN AND THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BOND; PROVIDING FOR THE PAYMENT OF THE BOND AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

Enacted: _____, 2010

BE IT ORDAINED, BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA, IN COUNCIL ASSEMBLED:

Section 1. Definitions. The terms in this Section 1 and all words and terms defined in General Bond Ordinance No. 2010-05 enacted by Council on _____, 2010 (the "General Bond Ordinance"), shall for all purposes of this First Supplemental Ordinance No. 2010-06 have the respective meanings given to them in the General Bond Ordinance and in Section 1 hereof. The following terms as used in this First Supplemental Ordinance shall, unless the context requires otherwise, have the following meanings:

"2010 Projects" shall mean the Costs of Acquisition and Construction of one or more of the following projects: (a) roads and sidewalks, including site preparation, landscaping and streetscaping, and acquisition of land whereon such infrastructure will be located; (b) lakes, parks, pathways and other public areas, including site preparation and landscaping, and acquisition of land whereon such infrastructure will be located; and (c) such other infrastructure necessary for the continued economic development of the County as permitted by the Code.

"Bond of 2010" shall mean the Oconee County, South Carolina, Special Source Revenue Bond in the aggregate principal amount of not exceeding \$4,000,000 authorized to be issued hereunder.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Construction Funds of 2010" shall mean the funds of that name established pursuant to Section 7 herein.

"Custodian" shall mean the either the County Treasurer or the bank selected by the County as custodian of the Construction Funds of 2010.

"Debt Service Fund of 2010" shall mean the fund of that name established pursuant to Section 5 herein.

"First Supplemental Ordinance" shall mean this First Supplemental Ordinance No. 2010-06.

"Interest Payment Date" shall mean April 1 of each year, commencing April 1, 2011, or such other date as determined by the Chairman or Vice-Chairman of County Council and the County Administrator.

"Paying Agent" shall mean either the County Treasurer or Branch Banking and Trust Company, as determined by the Chairman or Vice-Chairman of County Council and the County Administrator, as Paying Agent for the Bond of 2010.

"Principal Payment Date" shall mean April 1 of each year, commencing April 1, 2012 and ending April 1, 2025, or such other dates and years as determined by the Chairman or Vice-

Chairman of County Council and the County Administrator, provided the final Principal Payment Date shall not extend beyond twenty (20) years from the date of issuance of the Bond of 2010.

"Purchaser" shall mean the original purchaser of the Bond of 2010.

"Registrar" shall mean either the County Treasurer or Branch Banking and Trust Company, as determined by the Chairman or Vice-Chairman of County Council and the County Administrator, as Registrar for the Bond of 2010.

Section 2. Certain Findings and Determinations. The Council hereby finds and determines:

(a) This First Supplemental Ordinance supplements the General Bond Ordinance, constitutes and is a "Supplemental Ordinance" within the meaning of such quoted term as defined and used in the General Bond Ordinance, and is enacted under and pursuant to the General Bond Ordinance.

(b) The Bond of 2010 constitutes and is a "Bond" as defined and used in the General Bond Ordinance.

(c) The Pledged Revenues pledged under the General Bond Ordinance and this First Supplemental Ordinance are not encumbered by any pledge thereof, other than the pledge thereof created by the General Bond Ordinance and this First Supplemental Ordinance for payment and security of the Bond of 2010.

(d) There does not exist an Event of Default, nor does there exist any condition which, after the passage of time or the giving of notice, or both, would constitute such Event of Default.

(e) The Bond of 2010 is being issued for the purposes of paying a portion of the Costs of Acquisition and Construction of the 2010 Projects and Costs of Issuance of the Bond of 2010. The estimated Costs of Acquisition and Construction of the 2010 Projects and Costs of Issuance of the Bond of 2010 are at least \$4,000,000 to be financed in part with the proceeds of the Bond of 2010.

(f) The proceeds of the Bond of 2010 shall be used to: (1) defray the Costs of Acquisition and Construction of the 2010 Projects; and (2) pay Costs of Issuance of the Bond of 2010.

(g) It is necessary and in the best interest of the County to issue the Bond of 2010 in the aggregate principal amount of not exceeding \$4,000,000 in accordance with the Act, the General Bond Ordinance and this First Supplemental Ordinance for the purposes set forth above.

Section 3. Authorization and Details of Bond of 2010: Delegation of Authority to Determine Certain Matters Relating to the Bond of 2010.

(a) There is hereby authorized to be issued a special source revenue bond designated "Oconee County, South Carolina, Special Source Revenue Bond, Series 2010", in the principal amount of not exceeding \$4,000,000. The proceeds of the Bond of 2010 shall be used for the purposes set forth in Section 2(f) above.

(b) The Chairman or Vice-Chairman of County Council and the County Administrator are hereby authorized and empowered to determine: the original issue date of the Bond of 2010; the principal amount of the Bond of 2010; the principal amount of each maturity of the Bond of 2010; the interest rate for the Bond of 2010; the Principal Payment Date and the initial Interest Payment Date for the Bond of 2010; the redemption provisions applicable to the Bond of 2010; whether the Bond of 2010 will be designated as a "qualified tax exempt obligation" under the Code; and whether all or a portion of the Bond of 2010 will be issued as traditional tax-exempt bonds or BABs.

(c) The Bond of 2010, and the interest thereon, is a special obligation of the County payable solely from, and secured by a pledge of the Pledged Revenues. The Bond of 2010, and the interest thereon are, (a) payable solely from all or a specifically described portion of the Pledged Revenues retained by the County; (b) not secured by, or in any way entitled to, a pledge of the full faith, credit, or taxing power of the County; (c) not an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation but is payable solely from a special source that does not include revenues from any tax or license; and (d) not a pecuniary liability of the County or a charge against the County's general credit or taxing power.

(d) The Chairman or Vice-Chairman of the Council and the County Administrator are empowered to include any additional provisions in the Bond of 2010 as requested by the Purchaser in accordance with its proposal to purchase the Bond of 2010.

(e) Without further authorization, the Council hereby authorizes and directs the Chairman or Vice-Chairman of the Council to execute the Bond of 2010 in the name of the County, and authorizes and directs the Clerk to the Council to attest the manual signature of the Chairman or Vice-Chairman of the Council under the seal of the County impressed, imprinted or reproduced thereon.

(f) The Bond of 2010 shall originally be dated its date of initial issuance and shall be issued as a fully registered Bond in substantially the form set forth as Exhibit A hereto.

Section 4. Optional Redemption of Bond of 2010. The Bond of 2010 shall be subject to redemption on such terms as determined by the Chairman or Vice-Chairman of County Council and the County Administrator. In the event the Bond of 2010 is called for redemption, the County shall give notice of redemption of such Bond by first-class mail, postage prepaid, to the registered owner

of such Bond as shown on the Books of Registry of the County not less than ten (10) days prior to the date fixed for the redemption thereof.

Section 5. Establishment of Debt Service Fund of 2010. In accordance with Section 6.6 of the General Bond Ordinance, the Debt Service Fund of 2010 is hereby directed to be established with the Trustee for the Bond of 2010 on the date of original delivery of the Bond of 2010 for the benefit of the Purchaser of the Bond of 2010. In addition, there is hereby directed to be established within the Debt Service Fund of 2010 an Interest Account and a Principal Account for the payment of interest and principal, respectively, on the Bond of 2010 as the same become due and payable. The payments from the Pledged Revenues authorized herein shall be made at the times set forth in Section 6.6 of the General Bond Ordinance.

Section 6. Payment of the Bond of 2010. The Bond of 2010 is secured by a pledge of the Pledged Revenues referred to and subject to the limitations set forth in Section 6.3 of the General Bond Ordinance, and shall be subject to no prior liens or encumbrances other than as provided under the General Bond Ordinance and this First Supplemental Ordinance.

Section 7. Construction Fund of 2010. There is hereby created and established the Construction Fund of 2010 which fund shall be held by the Custodian. Payments from the Construction Fund of 2010 shall be made by the Custodian only upon receipt of a requisition executed by an Authorized County Representative. Upon written direction to the Custodian by an Authorized County Representative, moneys in the Construction Fund of 2010 may also be expended for Costs of Issuance.

In making any such payment from the Construction Fund of 2010, the Custodian may rely on such directions, requisitions and certifications delivered to it pursuant to this Section 7 and the Custodian shall not have any liability with respect to making such payments in accordance with such directions, requisitions and certifications for any liability with respect to the proper application thereof by the County.

Section 8. Disposition of Proceeds of Bond of 2010. The proceeds derived from the sale of the Bond of 2010 shall be deposited with the Custodian for deposit in the Construction Funds of 2010 and used to pay the Costs of Acquisition and Construction of the 2010 Projects and to pay Costs of Issuance.

Section 9. Federal Tax Covenants. To the extent that the Bond of 2010 is issued on a federal tax-exempt basis, the County hereby covenants and agrees with the Purchaser that it will not take any action which will, or fail to take any action which failure will, cause interest such Bond to become includable in the gross income of the Purchaser for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of such Bond; however, that for purposes of this covenant only, the County shall not be in violation of this covenant solely because it makes the irrevocable election under Section 54AA(d) or (g) (as applicable) of the Code with respect to the Bond of 2010 that it be issued as BABs. The County further covenants and agrees with the Purchaser that no use of the proceeds of the Bond of 2010 shall be made which, if such use had been reasonably expected on the date of issue of such

Bond would have caused such Bond to be "arbitrage bonds," as defined in the Code; and to that end the County shall:

(a) Comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as such Bond is Outstanding;

(b) Establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and

(c) Make such reports of such information at the times and places required by the Code.

Section 10. Bank Qualified. As determined by the Chairman or Vice-Chairman of County Council or the County Administrator, or any of them acting alone, the Bond of 2010 may be designated as "qualified tax-exempt obligations" as defined in the Code. In such event the County covenants that, in accordance with the applicable provisions of the Code, the Bond of 2010 is designated as "qualified tax-exempt obligations" as defined in the Code. The County and all subordinate entities thereof do not anticipate issuing more than \$30,000,000 (exclusive of tax-exempt bonds or other obligations which are not included in the \$30,000,000 limitation under the applicable provisions of Section 265 of the Code) in tax-exempt bonds or other tax-exempt obligations in calendar year 2010 (other than private activity bonds which are "qualified 501(c)(3) bonds" as defined in the Code). The County represents that the sum of all tax-exempt obligations (other than tax-exempt bonds or other obligations not included in the \$30,000,000 limitation under the applicable provisions of Section 265 of the Code and private activity bonds) issued by the County and all subordinate entities thereof during calendar year 2010 is not reasonably expected to exceed \$30,000,000.

Section 11. Filings with Central Repository. In compliance with Section 11-1-85 of the South Carolina Code, the County covenants, so long as and to the extent required pursuant to Section 11-1-85, that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of an annual independent audit of the County within thirty (30) days of the County's receipt thereof; and (b) event-specific information within thirty (30) days of the County's receipt of the audit affecting more than five percent (5%) of the Pledged Revenues, or the County's tax base.

The only remedy for failure by the County to comply with the covenant of this paragraph shall be an action for specific performance of this covenant; and failure to comply shall not constitute a default or an "Event of Default" under the Ordinance or this First Supplemental Ordinance. The County specifically reserves the right to amend or delete this covenant to reflect any change in Section 11-1-85 without the consent of any Bondholder.

Section 12. Further Actions. The Chairman of the Council, Vice-Chairman of the Council, County Administrator, Clerk to Council, Finance Director, County Attorney, and all other officers

and employees of the County are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate issuance of the Bond of 2010 and to carry out the intentions of this First Supplemental Ordinance.

Section 13. Designation of Registrar; Designation of Paying Agent; Designation of Custodian. The Chairman or Vice-Chairman of Council and the County Administrator are hereby authorized to designate the Registrar and Paying Agent for the Bond of 2010, and to designate the Custodian of the Construction Fund of 2010. The Registrar, Paying Agent and Custodian shall signify their acceptances of their respective duties upon delivery of the Bond of 2010.

Section 14. Section Headings. The headings and titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this First Supplemental Ordinance.

Section 15. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the County, and any part of any ordinance or resolution, inconsistent with this First Supplemental Ordinance are hereby repealed to the extent of such inconsistency.

Section 16. Effective Date. This First Supplemental Ordinance shall become effective upon its enactment.

[Execution follows on next page]

Enacted by the County Council of Oconee County, South Carolina, this _____ day of _____, 2010.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council
Oconee County, South Carolina

ATTEST:

Administrator, Oconee County, South Carolina

Clerk to County Council,
Oconee County, South Carolina

Date of First Reading: February 16, 2010
Date of Second Reading: _____, 2010
Date of Public Hearing: _____, 2010
Date of Third Reading: _____, 2010

EXHIBIT A

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
OCONEE COUNTY
SPECIAL SOURCE REVENUE BOND
SERIES 2010

Amount
\$ _____ .00

Oconee County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to _____ (the "Holder") or its registered assigns, but solely from the special source hereinafter mentioned, and not otherwise, a principal amount of \$ _____, together with interest on the principal amount hereof from time to time unpaid at the rate of ____% per annum (calculated on the basis of a 360-day year of twelve 30-day months), but solely from such special source and not otherwise, until this Bond matures. Interest on this Bond is payable on April 1 of each year commencing April 1, 2011 until its maturity or prior redemption, and shall be payable to the Holder by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by _____, as registrar (the "Registrar") in _____.

This Bond, and the interest hereon is, (a) payable solely from all or a specifically described portion of the Pledged Revenues (as defined in the General Bond Ordinance described below) retained by the County; (b) not secured by, or in any way entitled to, a pledge of the full faith, credit, or taxing power of the County; (c) not an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation but is payable solely from a special source that does not include revenues from any tax or license; and (d) not a pecuniary liability of the County or a charge against the County's general credit or taxing power.

This Bond is payable as to principal on April 1 in each of the years and in the principal amounts as follows: [insert]

[Redemption provisions]. In the event this Bond is called for redemption, the County shall give notice of redemption by first-class mail, postage prepaid, to the registered owner thereof as shown on the books of registry of the County not less than ten (10) days prior to the date fixed for the redemption thereof.

Both the principal of and interest on this Bond are payable at the principal office of the Holder in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

This Bond is issued by the County for the purposes of defraying the Costs of Acquisition and Construction of the 2010 Projects and Costs of Issuance (as such terms are defined in the Ordinances hereafter mentioned). This Bond is authorized to be issued and is issued under, pursuant to and in full compliance with the Constitution and statutes of the State of South Carolina, including particularly Section 4-1-175 and Section 4-29-68 of the Code of Laws of South Carolina

1976, as amended (the "Act"). This Bond is also authorized to be issued and is issued under and pursuant to General Bond Ordinance No. 2010-05 of the County Council of Oconee County duly enacted on _____, 2010 (the "General Bond Ordinance"), and First Supplemental Ordinance No. 2010-06 of the County Council of Oconee County duly enacted on _____, 2010 (the "First Supplemental Ordinance" and, together with the General Bond Ordinance, the "Ordinances"), under the Act, which Ordinances have been duly codified and indexed as prescribed by law.

This Bond, including interest thereon, is payable solely from a portion of the Pledged Revenues and is secured equally and ratably by a pledge of the Pledged Revenues and certain funds and accounts established under the Ordinances with respect thereto heretofore mentioned which are pledged to the payment thereof, and the County is under no obligation to pay the same except from such sources. Bonds on a parity with this Bond may hereafter be issued under terms and conditions set forth in the General Bond Ordinance. Such Bonds shall be equally and ratably secured with the pledge of the Pledged Revenues.

The Ordinances contain provisions defining terms; set forth the sources of payment for the principal of and interest on this Bond; set forth the Pledged Revenues pledged for the payment of the principal of and interest on this Bond and the Bonds of other series herewith which may hereafter be issued on a parity herewith under the General Bond Ordinance; set forth the nature, extent and manner of enforcement of the security of this Bond and of such pledge, and the rights and remedies of the holder hereof with respect thereto; set forth the terms and conditions upon which this Bond is issued and upon which other bonds may be hereinafter issued payable as to principal, premium, if any, and interest on a parity with this Bond and equally and ratably secured herewith; sets forth the rights, duties and obligations of the County thereunder; and set forth the terms and conditions upon which the pledge made in the General Bond Ordinance for the security of this Bond and upon which the covenants, agreements and other obligations of the County made therein may be discharged at or prior to the maturity or redemption of this Bond with provisions for the payment thereof in the manner set forth in the General Bond Ordinance. Reference is hereby made to the Ordinances to all of the provisions of which any holder of this Bond by the acceptance hereof thereby assents.

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Bond to be executed in its name by the manual signature of the Chairman/Vice-Chairman of the County Council and attested by the Clerk to the County Council under the seal of the County, this Bond to be dated the _____ day of _____, 2010.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chairman/Vice-Chairman, County Council
Oconee County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Oconee County, South Carolina

REGISTRATION

This Bond is one of the Bonds described in the within-mentioned Ordinances of Oconee County, South Carolina.

as Registrar

Dated: _____

By: _____
Authorized Officer

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE NO. 2010-07**

AN ORDINANCE TO DEVELOP A JOINT COUNTY BUSINESS PARK IN CONJUNCTION WITH PICKENS COUNTY, SOUTH CAROLINA ("PICKENS COUNTY"), SUCH BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN OCONEE COUNTY, SOUTH CAROLINA ("OCONEE COUNTY") AND ESTABLISHED PURSUANT TO ARTICLE VIII, SECTION 13 OF THE SOUTH CAROLINA CONSTITUTION, AND SOUTH CAROLINA CODE OF LAWS OF 1976 §4-1-170, ET SEQUITUR, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE PAYMENT OF EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES-IN-LIEU OF *AD VALOREM* TAXES TO OCONEE COUNTY, PICKENS COUNTY AND RELEVANT TAXING ENTITIES; TO PROVIDE THAT JOBS TAX CREDITS ALLOWED BY LAW BE PROVIDED FOR BUSINESSES LOCATING IN SAID PARK; TO PERMIT A USER FEE-IN-LIEU OF *AD VALOREM* TAXATION WITHIN SAID PARK; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina ("Oconee County") and Pickens County, South Carolina ("Pickens County," and Oconee County and Pickens County jointly, the "Counties") are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop business parks within the geographical boundaries of one or more of the member counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties and promoting economic development in, and enhancing the tax base of the Counties, Oconee County proposes to enter into an agreement with Pickens County to develop jointly a business park wholly within Oconee County, as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, (the "Act").

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL:

Section 1: Oconee County is hereby authorized to execute and deliver a written agreement to jointly develop a business park (the "Park") with Pickens County. The Park is to be located within the boundaries of Oconee County. The form of the Agreement for Development of Joint County Business Park (the "Agreement") presented to the County Council of Oconee County ("Oconee County Council") and filed with the minutes of the meeting of the Oconee County Council and all terms of the Agreement are hereby incorporated herein. The form, terms and provisions of the Agreement presented to this meeting and filed with the Clerk to Oconee County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Agreement were set out in this Ordinance in its

entirety. The Chairman of the Oconee County Council, and the Administrator of Oconee County be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreement in the name and on behalf of Oconee County. The Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of Oconee County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement now before this meeting.

Section 2. The maximum tax credits allowable by South Carolina Code of Laws of 1976, Section 12-6-3360, as amended, will apply to any business enterprise locating in the Park.

Section 3. A fee-in-lieu of *ad valorem* taxes as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution, the Act and/or Titles 4 or 12 of the South Carolina Code of Laws 1976, as amended, shall be paid by or on behalf of the owners of any property located in the Park. The fee paid in-lieu of *ad valorem* taxes shall be paid to the Oconee County Treasurer. Within 15 business days following the end of the calendar quarter of its receipt of the fee paid in-lieu of *ad valorem* taxes, the Oconee County Treasurer shall pay a portion of the user fees to the Pickens County Treasurer pursuant to the terms of the Agreement. Payments of fees-in-lieu of *ad valorem* taxes shall be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the county tax collector for Oconee County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

Section 4. The administration, development, promotion, and operation of the Park shall be the responsibility of Oconee County, provided, that to the extent any Park premises is owned by a private party, the private party shall be responsible for development expenses as contained in the Agreement.

Section 5. In order to avoid any conflict of laws or ordinances between the Counties, Oconee County ordinances will be the reference for such regulations or laws in connection with the Park. Nothing herein shall be taken to supersede any state or federal law or regulation.

Section 6. The public safety officials which serve the Park shall be those which would otherwise normally provide such services in the geographic area within which the Park is located.

Section 7. Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

Section 8. The Agreement may not be terminated except by concurrent ordinances of Oconee County Council and the County Council of Pickens County, in accordance with the terms of the Agreement.

Section 9. Oconee County hereby designates that the distribution of the fee-in-lieu of *ad valorem* taxes pursuant to the Agreement received and retained by Oconee County for Park premises, including payment of the partner county fee (1% to Pickens County), shall be as directed

by the Agreement, provided that Oconee County may, from time to time, by ordinance, amend the distribution of the fee-in-lieu of tax payments to all taxing entities. A portion of the fee-in-lieu of *ad valorem* taxes which Oconee County receives and retains pursuant to the Agreement may be, from time to time and by ordinance of Oconee County Council or its successor, designated for the payment of special source revenue bonds.

Section 10. This Ordinance shall be effective after third and final reading and approval by Oconee County Council

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WITNESS our hands and seals this ___ day of _____, 2010.

OCONEE COUNTY, SOUTH CAROLINA

BY: _____
Chairman, County Council,
Oconee County, South Carolina

BY: _____
Administrator
Oconee County, South Carolina

ATTEST:

BY: _____
Clerk to County Council
Oconee County, South Carolina

First Reading: February 16, 2010
Second Reading: _____, 2010
Public Hearing: _____, 2010
Third Reading: _____, 2010

3. **Location of the Park.**

(A) The Park consists of property located in Oconee County, as is hereinafter more specifically described in Exhibit A attached hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of both of the Counties.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of the County Council of Oconee County ("Oconee County Council") and the County Council of Pickens County ("Pickens County Council") pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Oconee County Council and by Pickens County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by Oconee County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Oconee County at least once and not less than fifteen (15) days prior to such hearing. Subsequent to the public hearing in Oconee County, a public hearing shall also be held in Pickens County, with Notice of such public hearing being published in a newspaper of general circulation in Pickens County at least once and not less than fifteen (15) days prior to such hearing.

4. **Fee-in-Lieu of Taxes.** Property located in the Park shall be exempt from *ad valorem* taxation during the term of this Agreement. The owners or lessees of any property situated in the Park shall pay in accordance with and during the term of this Agreement an amount equivalent to the *ad valorem* property taxes or other in-lieu of payments that would have been due and payable but for the location of such property within the Park. Where, in this Agreement, reference is made to payment of *ad valorem* property taxes or other in-lieu of payments, such reference shall be construed, in accordance with this Paragraph 4, to mean the *ad valorem* property taxes or other in-lieu of payments that would otherwise have been due to be paid to Oconee County, after deduction of all applicable allowances, credits, deductions, and exemptions authorized or required by state law.

5. **Allocation of Park Expenses.** The Counties shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park in the following proportions:

A.	Oconee County	100%
B.	Pickens County	0%

6. **Allocation of Park Revenues.** The Counties shall receive an allocation of all revenue generated by the Park through payment of fees-in-lieu of *ad valorem* property taxes or from any other source in the following proportions:

A.	Oconee County	99%
B.	Pickens County	1%

Any payment by Oconee County to Pickens County of its allocable share of the fees-in-lieu of taxes from the Park shall be made not later than fifteen (15) days from the end of the calendar quarter in which Oconee County receives such payment from the occupants of the Park. In the event that the payment made by any occupant of a Park is made under protest or is otherwise in dispute, Oconee County shall not be obligated to pay to Pickens County more than Pickens County's share of the undisputed portion thereof until thirty (30) days after the final resolution of such protest or dispute.

7. **Revenue Allocation Within Each County.** Revenues generated by the Park through the payment of fees-in-lieu of *ad valorem* property taxes shall be distributed to the Counties according to the proportions established by Paragraph 6. Such revenues shall be distributed within Oconee County to the political subdivisions and overlapping tax districts which levy taxes in the park property described in Exhibit A and to no others (hereinafter referred to as the "Oconee Participating Taxing Entities") in the same proportion and ratio, and for the same respective purposes, as their respective millage bears to the overall millage total for the applicable tax year. Revenues shall be distributed within Pickens County in the manner directed by Pickens County ordinance(s) relating thereto. Oconee County Council and Pickens County Council may otherwise direct the allocation of the revenues they receive and retain from the Park by ordinance, including, but not limited to, allocation of such revenues for the payment of special source revenue bonds under Section 4-29-68, Code of Laws of South Carolina 1976, as amended.

8. **Fees-in-Lieu of Taxes Pursuant to Code of Laws of South Carolina.** It is hereby agreed that the entry by Oconee County into any one or more negotiated fee-in-lieu of tax agreements pursuant to Titles 4 or 12, South Carolina Code, 1976, as amended, or any successor or comparable statutes, with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of Oconee County.

9. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation of the Oconee Participating Taxing Entities and for the purpose of computing the index of taxpaying ability of the School District of Oconee County, South Carolina pursuant to Section 59-20-20(3), Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Park to Oconee County shall be identical to the percentage established for the allocation of revenue to Oconee County pursuant to Paragraphs 6 and 7 respectively, subject, however, to the provisions of Section 4-29-68(E) of the Code of Laws of South Carolina, 1976, or any successor legislation.

10. **Job Tax Credit Valuation.** For purposes of the job tax credit authorized by subsections of Section 12-6-3360, South Carolina Code of Laws, 1976, as amended ("Section 12-6-

3360"), Oconee County is the county in which the permanent business enterprise is deemed to be located.

11. **Records.** The Counties covenant and agree that, upon the request of either, the other will provide to the requesting party copies of the records of the annual tax levy and copies of the actual tax bills, for parcels of property encompassed by this Agreement, and will further provide copies of the respective Counties' County Treasurer's collection records for the taxes so imposed, all as such records become available in the normal course of the Counties' procedures. It is further agreed that none of the parties shall request such records from any other party more frequently than once annually, absent compelling justification to the contrary.

13. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

14. **Termination.** Notwithstanding any provision of this Agreement to the contrary, the Counties agree that this Agreement may not be terminated by either party for a period of thirty-five (35) years commencing with the effective date hereof.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW**

WITNESS our hands and seals this ___ day of _____, 2010.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chairman, County Council
Oconee County, South Carolina

By: _____
Administrator
Oconee County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Oconee County, South Carolina

WITNESS our hands and seals this ___ day of _____, 2010.

PICKENS COUNTY, SOUTH CAROLINA

By: _____
Chairman, County Council
Pickens County, South Carolina

By: _____
Administrator
Pickens County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Pickens County, South Carolina

EXHIBIT A

To the Agreement for Development of
Joint County Business Park between Oconee County,
South Carolina and Pickens County, South Carolina
Dated as of _____, 2010

The Park is comprised of the following parcels:

The property located in Oconee County, South Carolina bearing the following Oconee
County tax map number(s) as of the date of this Agreement:

271-00-01-005
271-00-01-001
271-00-01-004
271-00-01-002

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: February 16, 2010
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

- 1) Award Bid 09-10, Road Paving 2009-2010 to Venesky Asphalt Paving & Grading, L.L.C of Easley, SC in the amount of \$1,068,281.81.
- 2) Authorize staff to spend an additional \$96,145.36, a 9% contingency if needed, to account for fluctuating asphalt prices and variations in unit quantities.
- 3) Authorize an additional \$35,000 to purchase stone from the Oconee County Rock Quarry. The total not to exceed amount is \$1,199,427.17.
- 4) Execute attached contract.

BACKGROUND OR HISTORY:

The bid document for Road Paving listed specific requirements that the contractor must follow. Specific roads along with the type of paving work required were listed in the bid with estimated quantities. Also the bid allowed for the cost of asphalt materials to be indexed to the SCDOT liquid asphalt index and this cost to be reviewed once a month to determine the price of the asphalt mix.

On January 12, 2010, formal sealed bids were opened. Twenty-eight companies were originally notified of this bid opportunity, eight companies attended the mandatory pre-bid meeting and six companies submitted bids, with Venesky Asphalt Paving & Grading, L.L.C , of Easley, SC submitting the lowest bid of \$1,068,281.81. Staff from Procurement and the Roads Department checked references provided and met with the owner of Venesky Asphalt Paving & Grading, L.L.C, prior to the award of bid, to determine that he was a responsible bidder and would comply with all of the County's paving requirements as stated in the bid document.

SPECIAL CONSIDERATIONS OR CONCERNS:

Two protests were received on the award of this bid, protesting that the County allowed Venesky Asphalt Paving & Grading to qualify their bid by writing in the amount of the performance and payment bond. Attached is a copy of Venesky's bid form that clearly shows the amount of the bond to be calculated at two percent of the total amount. After consulting with the County Attorney, the Procurement Director responded to both protests and recommends proceeding with the award.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes

STAFF RECOMMENDATION:

Award Bid 09-10, Road Paving 2009-2010 to Venesky Asphalt Paving & Grading, L.L.C of Easley, SC in the amount of \$1,068,281.81. Authorize staff to spend an additional \$96,145.36, a 9% contingency if needed, to account for fluctuating asphalt prices and variations in unit quantities. Authorize an additional \$35,000 to purchase stone from the Oconee County Rock Quarry. The total not to exceed amount is \$1,199,427.17. Execute attached contract.

FINANCIAL IMPACT:

FY 2009-2010 approved budgeted amount (010-601-50881) - \$500,000

FY 2008-2009 rollover funds approved (010-601-50881-02009) - \$500,000

Anticipated C-Funds to be awarded to County \$676,000, to City of Seneca \$394,000

NOTE THAT IF ANTICIPATED C-FUNDS ARE NOT AWARDED, THE LEVELING ROADS

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

WILL BE DELETED FIRST TO MAKE UP FUNDING SHORTFALL.

ATTACHMENTS

1. Bid Tabulation
2. Listing of proposed roads from bid
3. Contract
4. Bid Form from Venesky Asphalt Paving & Grading, I.L.C

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants RC Procurement

Submitted or Prepared By:

Rebyn County
Department Head/Elected Official

Approved for Submittal to Council:

J. E. Klugh
Gene Klugh, Interim County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

COUNTY OF OCONEE

Procurement Office, 415 S. Pine Street, Walhalla, SC 29691
 Ph: (864) 638-4141 / Fax: (864) 638-4142

REVISED - BID FORM

BID NUMBER: 09-10 DATE: December 1, 2009

OPENING DATE AND TIME: January 12, 2010 at 2:00 pm EST

OPENING LOCATION: Orange County Procurement Office
 County Administrative Building, Room 104
 415 S. Pine Street, Walhalla, SC 29691

PROCUREMENT OF: Road Paving 2009-2010 - Simple Overlay, Reconstruction Mill in Place with or without Back-slope, and Road Widening

Approx Qty	Unit	Description	Unit Price	Total Estimated
11,372	Ton	Surface, Type C	55.75	645,139.00
3,857	Ton	Surface, Type C, w/SCDOT Stone Specs	55.75	215,027.75
650	SY	Excavation, Road Widening	3.20	2,016.00
1,181	Ton	Intermediate, Type C, Patching	69.60	82,336.80
395	Ton	Intermediate, Type C, Patching w/ SCDOT Stone Specs	69.60	27,422.40
3,445	SY	Disclassified Materials	1.65	5,684.25
173	SY	Geogrid Materials	5.50	946.00
276	CY	Shoulder Build up	7.00	2,653.00
3,371	SY	Seeding	1.10	3,711.40
10,188	SY	Milling in place	.85	25,659.80
4,970	TON	Hauling county stone	1.95	9,691.50
10,188	SY	Set Up (Milling in Place)	.65	19,622.20
15	Each	Compaction Test	165.00	2,475.00
15	Each	Core Test (dry)	165.00	2,475.00
15	Each	Nuclear testing (electromagnetic Data approved)	165.00	2,475.00
Above costs do not include 2% PEP Bonds of Total Contract Amount				
				Contractor's Grand Total: 1,047,335.10

COMPANY NAME: VENESKY ASPHALT PAVING & GRADING COMPANY 1-12-2010

SIGNATURE: *Gary Venesky*
 Print Signature: GARY VENESKY

Approved Budget Available amount for this item: \$
 Budget Code: 010-601-50881-00000 - \$500,000.00
 010-601-50881-02009 - \$500,000.00
 County C Funds Requested \$674,000.00
 Section C Funds Requested \$394,000.00

I hereby certify that to the best of my knowledge the

information is true and correct.

Robyn Courtright
 Robyn Courtright

Procurement Director

Quantity	Unit	Description	Ashmore Brothers, Inc.		Eastley, SC		Hubbard Paving		King Asphalt, Inc.		Pickens Construction		Veeness Asphalt	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
11,679	Ton	Surface, Type C	76.55	893,522.20	61.50	711,572.00	65.50	765,436.00	56.00	653,782.00	57.54	672,013.00	55.75	649,136.00
3,057	Ton	Surface, Type C w/SGDOT stone courses	76.55	234,091.85	63.00	192,690.00	67.00	205,019.00	56.00	171,582.00	56.54	172,031.45	55.75	170,527.75
630	SF	Penetration Road Sealer	3.00	1,890.00	10.50	6,615.00	10.50	6,615.00	13.25	8,351.25	7.40	4,662.00	3.20	2,016.00
1,150	Ton	Intermediate, Type C Patching	127.00	146,050.00	65.00	75,250.00	73.25	84,263.75	50.00	58,250.00	52.54	60,219.50	49.50	57,322.50
340	Ton	Intermediate, Type C Patching w/SGDOT Stone Spines	127.00	43,180.00	73.50	25,192.50	82.00	28,084.00	50.00	17,100.00	54.51	18,533.40	49.50	16,830.00
3,445	SF	Unresistant Markings	9.70	33,415.50	5.00	17,225.00	7.40	25,493.00	12.00	41,340.00	6.08	20,845.10	1.56	5,354.25
172	SF	Coagulated Materials	10.00	1,720.00	10.00	1,720.00	10.00	1,720.00	9.75	1,677.00	0.00	0.00	0.50	846.00
379	CY	Shoulder Build up	41.20	15,613.60	20.00	7,600.00	35.00	13,225.00	25.25	9,579.75	23.43	8,879.07	7.00	2,652.00
3,304	SF	Seeding	0.45	1,487.20	1.00	3,304.00	0.75	2,478.00	1.25	4,130.00	0.55	1,818.20	1.10	3,634.40
30,185	SF	Milling to Flow	0.50	15,092.50	1.00	30,185.00	0.55	16,601.75	1.00	30,185.00	0.85	25,657.25	0.85	25,657.25
4,970.00	TON	Hotting County Stone	10.05	49,959.00	4.50	22,395.00	2.50	12,475.00	5.50	27,352.50	3.05	15,154.50	1.55	7,702.50
30,185	SF	Seal Up Milling patches	1.15	34,711.75	1.25	37,731.25	0.50	15,092.50	0.90	27,166.50	0.80	24,148.00	0.65	19,722.25
15	Each	Compaction Test	200.00	3,000.00	150.00	2,250.00	150.00	2,250.00	80.00	12,000.00	50.00	4,000.00	105.00	1,575.00
15	Each	Core Testing	200.00	3,000.00	150.00	2,250.00	175.00	2,625.00	80.00	12,000.00	50.00	4,000.00	105.00	1,575.00
15	Each	Nuclear Testing	200.00	3,000.00	150.00	2,250.00	100.00	1,500.00	80.00	12,000.00	50.00	4,000.00	105.00	1,575.00
15	Each	Electromagnetic Testing	200.00	3,000.00	150.00	2,250.00	100.00	1,500.00	80.00	12,000.00	50.00	4,000.00	105.00	1,575.00
- Each 2% of total contract for Performance and Payment Bond														
Grand Total for Type C Asphalt				1,256,733.65		1,197,540.50		1,284,396.05		1,319,501.50		1,347,614.10		1,068,281.31
Submitted Bid Bond														
Acknowledged Receipt of Ashmore Bro.														
			yes		yes		yes		yes		yes		yes	yes
			no		no		no		no		no		no	no
Yellow denotes bidder's math incorrect on this Form														

Tentative Road List for 2009-2010

SIMPLE OVERLAY		NUMBER	ROAD NAME	LENGTH (FT)	WIDTH (FT)	ROAD AREA (SY)	PATCH (SY)	INTERMEDIATE TONS	DRIVEWAY APRONS	DRIVEWAY TONS	INTERSECTIONS	INTERSECTION TONS	CUL-DE-SAC	CUL-DE-SAC TONS	TOTAL SURFACE TONS	MAP LOCATION
		SE-399	BROOKE LN	1183	20	2629	168	74	13	59	1	6	1	48	329	K5
		SE-304	PINERIDGE DR	400	20	889	84	37	8	36	1	6	0	0	115	L 12
		SE-330	CLOVIS DR	858	20	1909	215	95	13	59	1	6	1	48	270	L 12
		WA-19	HENSLEY DR	2150	20	4778	538	237	11	50	1	6	1	48	498	J 8
		WA-173	CANE CREEK RD	2387	20	5304	597	263	9	41	1	6	1	55	539	H 10
		WA-222	BEAVERLAKE RD	4132	20	9182	1033	455	22	99	2	12	1	48	917	K 9
		WA-272	RANGER RD	1400	20	3111	350	154	15	68	1	6	1	48	378	I 12
		WA-302	PARK RIDGE DR	1694	20	3764	600	284	33	149	1	6	1	48	513	J 13

RECONSTRUCT & MILL IN PLACE		NUMBER	ROAD NAME	LENGTH (FT)	WIDTH (FT)	ROAD AREA (SY)	STONE TONS	2 INCH SURFACE TONS	DRIVEWAY APRONS	DRIVEWAY TONS	INTERSECTIONS	INTERSECTION TONS	CUL-DE-SAC	CUL-DE-SAC TONS	TOTAL SURFACE TONS	MAP LOCATION
		SE-435	SHADY LN	829	20	1842	200	207	4	18	1	6	470	48	279	I 14
		SE-358	HOYT DR	623	24	1661	137	187	1	5	2	12	0	0	203	M 14
		SE-303	SHORELINE DR	1745	20	3878	436	436	18	81	3	18	0	0	535	L 12
		TUJ-150	SANDY LN	684	20	1964	269	221	15	68	1	6	470	48	343	N 18

RECON. & MILL IN PLACE W/ BACKSLOPE														
NUMBER	ROAD NAME	LENGTH (FT)	WIDTH (FT)	ROAD AREA (SY)	STONE TONS	2 INCH SURFACE TONS	DRIVEWAY APRONS	DRIVEWAY TONS	INTERSECTIONS	INTERSECTION TONS	CUL-DE-SAC	CUL-DE-SAC TONS	TOTAL SURFACE TONS	MAP LOCATION
SE-152	BENT TREE DR	317	26	916	103	103	4	18	2	12	0	0	133	M 16
SE-153	SHADY PINE DR	1285	26	3742	558	418	20	30	3	18	1	48	574	M 16
SE-154	CHARLOTTE CT	200	26	578	113	65	4	18	1	6	1	48	137	M 16
WA-40	EASTCLIFF DR	2393	23	6115	174	688	21	95	3	18	0	0	800	J 11

RECONSTRUCTION WITH ROAD WIDENING														
NUMBER	ROAD NAME	LENGTH (FT)	WIDTH (FT)	PLANNED ROAD AREA SY	STONE TONS	2.0 INCH SURFACE TONS	EXCAVATION FOR ROAD WIDENING (SY)	DRIVEWAY APRONS	DRIVEWAY TONS	INTERSECTIONS	INTERSECTION TONS	CUL-DE-SAC TON	TOTAL SURFACE TONS	MAP LOCATION
WA-94	RANDALL CT	2831	21	6606	743	743	630	20	90	2	12	0	765	J 11

LEVELLING												
NUMBER	ROAD NAME	LENGTH (FT)	WIDTH (FT)	ROAD AREA (SY)	SURFACE TONS	INTERSECTIONS	INTERSECTION TONS	DRIVEWAY APRONS	DRIVEWAY TONS	LEVELLING	TOTAL SURFACE TONS	MAP LOCATION
SE-173	AMES ST	1633	19	3147	284	4	24	39	176	57	541	M 14
SE-92	A ST	362	15	803	50	1	6	7	32	10	97	M 14
SE-82	LONSDALE ST	1500	19	3167	261	12	72	25	113	52	498	M 14
SE-174	JAMERSON AVE	2742	19	5789	478	1	6	23	104	96	683	M 14
SE-76	HOPE AVE	8111	18	16222	1338	1	6	19	86	268	1697	M 14
SE-91	GAMMELL ST	2206	22	5392	445	3	18	21	95	89	646	M 14
SE-90	SIRRINE ST	1334	17	2520	208	4	24	25	113	42	386	M 14
SE-89	HUMBERT ST	1276	18	2562	211	4	24	29	131	42	407	M 14
P-2469	E GAMMELL ST	480	16	953	70	1	6	11	50	14	140	M 14
SE-88	PADGETT ST	1114	16	1980	163	4	24	18	81	33	301	M 14
SE-387	E PADGETT ST	260	14	404	33	1	6	3	14	7	60	M 14
SE-87	JAMES ST	1072	16	1906	157	4	24	16	72	31	285	M 14
SE-386	E JAMES ST	326	15	543	45	1	6	6	27	9	87	M 14
SE-86	POWELL ST	1326	15	2210	182	4	24	10	45	36	288	M 14
SE-385	E POWELL ST	711	16	1264	104	3	18	14	63	21	206	M 14
SE-384	E BROWN ST	644	16	1145	94	3	18	11	50	19	181	M 14
SE-84	BROWN ST	470	16	836	69	4	24	20	90	14	197	M 14
SE-85	BROWN ANNEX ST	362	15	603	50	2	12	8	36	10	108	M 14
SE-83	ASHTON ST	411	15	695	57	2	12	2	9	11	89	M 14
SE-383	E ASHTON ST	537	15	895	74	2	12	2	9	15	110	M 14
SE-103	OWENS RD	2047	18	4321	357	6	36	20	90	71	554	M 14

STATE OF SOUTH CAROLINA**COUNTY OF OCONEE**

THIS AGREEMENT made and entered into this 3rd day of February, 2010, by and between OCONEE COUNTY, South Carolina (hereinafter "the COUNTY") and, Venesky Asphalt & Grading, LLC (hereafter "the CONTRACTOR").

1. SCOPE OF WORK

- a. For and in consideration of the **unit prices** hereinafter specified, (see Attachment A and B), CONTRACTOR agrees to perform on behalf of the COUNTY certain roadwork and asphaltting at the direction of Oconee County, the total of such work not to exceed \$1,068,281.81 dollars. The Roads and Bridges Manager of Oconee County shall elect roads to be set up and asphalted by the CONTRACTOR at the prices stated in the contractor's bid proposal.

2. PROGRESS PAYMENTS

Payments are to be made for work described above on the tenth (10th) day of the month or as mutually agreed to in writing by the County and the Contractor. However, CONTRACTOR agrees to pay, as liquidated damages, the sum of one thousand (\$1000.00) dollars per day for all days in excess of agreed completion date listed below under Section 3, Contract Period.

Therefore, the COUNTY shall retain 10% of all payments to insure payments of any liquidated damages as may occur and to insure full compliance with the contract.

3. CONTRACT PERIOD

The Contract Period and effective term of the Agreement shall run on or about February 3, 2010, until June 30, 2010, unless the parties mutually agree in writing to extend the same.

4. OBLIGATIONS OF CONTRACTOR

- a. The CONTRACTOR shall furnish, for a contract price specified herein, all labor, materials, equipment, machinery and supplies necessary to perform and complete surfacing of the roads according to the general plans and specifications, to cause to be paid subcontractors, material, men and suppliers for such equipment, as well as any lessors thereof.
- b. CONTRACTOR agrees to comply with all Federal, state and local laws and regulations with regard to road construction and paving.
- c. CONTRACTOR shall employ certified personnel and equipment to prepare daily

analysis reports that provide information regarding plant mix, including bitumen content, gradation, marshal stability. The COUNTY shall be supplied with a copy of this daily analysis report. If CONTRACTOR is running State work and COUNTY work simultaneously, the CONTRACTOR will submit a copy of the State's analysis report in lieu of a separate report for the COUNTY work. COUNTY reserves the right, at its discretion, to employ a qualified independent testing agency to perform testing at the plant site or from the product delivered to the job site, using CONTRACTOR'S equipment at no additional cost to the COUNTY, to verify that specified mix design is being batched.

- d. Prior to any payments, CONTRACTOR will furnish to the COUNTY a performance bond and payment surety in the penal sum of \$1,068,281.81 dollars issued by a good and sufficient surety company licensed to do business in the State of South Carolina. Said bond shall be acquired by the CONTRACTOR at its own expense and provide appropriate provisions warranting that the construction and work performed by the CONTRACTOR or its employees or subcontractors shall be free of defects in workmanship and materials for a period of one (1) year from date of acceptance of the total contract by the COUNTY.
- e. CONTRACTOR will furnish to the COUNTY proof to the satisfaction of the County that the CONTRACTOR is licensed to do business in the State of South Carolina.
- f. CONTRACTOR shall submit proof of valid policies currently in force for worker's compensation insurance for all employees of the CONTRACTOR, as well as public liability insurance of at least \$5,000,000 limit.
- g. CONTRACTOR shall furnish at all times in all phases of construction qualified key personnel including, but not limited to, operators, laborers, one foreman, plus sufficient trucks and drivers.
- h. CONTRACTOR may assign only one crew at a time to COUNTY work, unless approved by the Oconee County Roads and Bridges Manager at least 24-hours prior to second crew beginning work. No asphalt work is authorized without an Oconee County Inspector on site. Any work done without an Oconee County Inspector present is subject to removal and replacement solely at the CONTRACTOR'S expense.

5. DUTIES AND OBLIGATIONS OF THE COUNTY

- a. COUNTY shall pay CONTRACTOR for work and service performed by it according to the provisions of this agreement in the manner specified herein.
- b. The COUNTY warrants that it has sufficient and valid right-of-ways for the roads upon which CONTRACTOR is to perform services. The COUNTY will, on a regular basis, consult with and be available for direction and designation of work to be done according to the terms of the Agreement, in such a matter as to prevent undue stoppage or delay of work on the part of the CONTRACTOR.

- c. Notwithstanding any other provisions of this agreement, the parties understand and agree that nothing herein shall require the COUNTY to designate any specific amount of work for the CONTRACTOR and its crew to perform and may elect to work or cause to be reworked only such of its roads as it deems to be in the best interests and needs, not to exceed the maximum contract sum specified herein, all without the consent of the CONTRACTOR.

6. GOVERNING LAW

- a. The parties mutually agree that the terms and conditions hereof shall be governed by and construed under the laws of the State of South Carolina, and that any controversy hereunder shall be submitted to and come within the jurisdiction of the Courts of Oconee County, S.C.
- b. The specifications and bid package #09-10, which was duly awarded by the Oconee County Council are hereby made an integral part of this contract by reference and is to be adhered to unless specifically altered by this contract.

TO ALL OF WHICH the parties have heretofore agreed, and in witness whereof have hereunto placed their Seals and cause these present to be executed by their officers and agents authorized to do so this date and date first above written.

Signed, Sealed and Delivered
In the Presence of:
(As to County)

OCONEE COUNTY (SEAL)

By: _____
Reg Dexter
Oconee County Council Chair

(As to Contractor)

Venesky Asphalt Paving, LLC (SEAL)

Tick Roe

By: *Domy Venesky*

Venesky Asphalt

Approx Qty	Unit	Description	Unit Price	Extended Price	Unit Price w/ 2%	Extended Price with 2%
11,572	Ton	Surface, Type C	55.75	645,139.00	56.8650	\$658,041.7800
3,857	Ton	specs	55.75	215,027.75	56.8650	\$219,328.3050
630	SY	Excavation, Road widening	3.20	2,016.00	3.2640	\$2,056.3200
1,183	Ton	Intermediate, Type C Patching	59.60	62,336.80	70.9920	\$83,983.5360
394	Ton	Intermediate, Type C Patching w/SCDOT Stone Specs	59.60	27,422.40	70.9920	\$27,970.8480
3,445	SY	Unclassified Materials	1.85	5,684.25	1.6830	\$5,797.9350
172	SY	Geogrid Materials	5.50	948.00	5.6100	\$964.9200
379	CY	Shoulder Build-up	7.00	2,653.00	7.1400	\$2,706.0600
3,374	SY	Seeding	1.10	3,711.40	1.1220	\$3,785.6280
30,185	SY	Milling in Place	0.85	25,659.80	0.8670	\$26,172.9960
4,070	TON	Hauling County Stone	1.95	9,691.50	1.9890	\$9,885.3300
30,185	SY	Set Up (Milling in place)	0.65	19,622.20	0.6630	\$20,014.6440
15	Each	Compaction Test	165.00	2,475.00	168.3000	\$2,524.5000
15	Each	Core Testing	165.00	2,475.00	168.3000	\$2,524.5000
15	Each	Nuclear Testing	-	-	0.0000	\$0.0000
15	Each		165.00	2,475.00	168.3000	\$2,524.5000
1	Each	2% of total contract for Performance and Payment Bond	20,946.71	20,946.71		
				1,068,281.81		\$1,068,281.8020

Ang Venesky
 Venesky Asphalt

_____ Date

_____ Date

_____ Oconee County

COUNTY OF OCONEE

Procurement Office, 415 S. Pine Street, Walhalla, SC 29691
 Ph: (864) 638-4141 / Fax: (864) 638-4142

REVISED - BID FORM

BID NUMBER: 09-10 DATE: December 1, 2009

OPENING DATE AND TIME: January 12, 2010 at 2:00 pm EST

OPENING LOCATION: Oconee County Procurement Office
 County Administrative Building, Room 104
 415 S. Pine Street, Walhalla, SC 29691

PROCUREMENT OF: Road Paving 2009-2010 - Simple Overlay, Reconstruction Mill in Place
 with or without Back-slope, and Road Widening

Approx Qty	Unit	Description	Unit Price	Total Estimated
11,572	Ton	Surface, Type C	55.75	645,139.00
3,857	Ton	Surface, Type C, w/SCDOT Stone Specs	55.75	215,027.75
630	SY	Excavation, Road Widening	3.20	2,016.00
1,183	Ton	Intermediate, Type C, Patching	69.60	82,336.80
394	Ton	Intermediate, Type C, Patching w/SCDOT Stone Specs	69.60	27,422.40
3,445	SY	Unclassified Materials	1.65	5,684.25
173	SY	Geogrid Materials	5.50	946.00
379	CY	Shoulder Build-up	7.00	2,653.00
3,374	SY	Seeding	1.10	3,711.40
30,188	SY	Milling in place	.85	25,659.80
4,970	TON	Hauling county stone	1.95	9,691.50
30,188	SY	Set Up (Milling in Place)	.65	19,622.20
15	Each	Compression Test	165.00	2,475.00
15	Each	Core Testing	165.00	2,475.00
15	Each	Nuclear Testing (electromagnetic, D.A.T. approved)	165.00	2,475.00
Above costs do NOT include 2% P&P Bonds of Total Contract Amount				
Contractor's Grand Total				1,047,335.10

COMPANY NAME: VENESKY ASPHALT PAVING + GRADING LLC DATE: 1-12-2010

SIGNATURE: Gary Venesky

Print Signature: GARY VENESKY

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: February 16, 2010
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Award ITB 09-17 Cisco Hardware Equipment, Voice Products, Software and/or Services to the following three vendors for a one year period, with the option to renew the contract for four additional one year periods: Pomeroy IT, Hebron, KY - Discount of 43% off list price, Thomas Glover and Associates, Inman, SC - Discount of 41% off list price, VC3 of Columbia, SC - Discount of 42% off list price.

Also, approve the procedure described under Special Considerations to grant Procurement a waiver from the requirement that all future Cisco purchases be brought back to Council for individual approvals.

BACKGROUND OR HISTORY:

Oconee County's IT department anticipates numerous purchases for this fiscal year and future years for Cisco branded network hardware, software and services including a new voice over IP phone system, upgrading network systems and wireless connections for many County departments. This equipment will provide increased reliability, speed/performance and maintainability for many different network systems throughout the County.

On January 20, 2010 formal sealed bids were opened for this requested discount amount for a term contract for Cisco products and services. Seventeen companies were originally notified of this bid opportunity. Seven companies submitted bids, with Pomery It of Hebron, KY, Thomas Glover and Associates of Inman, SC and VC3 of Columbia, SC submitting the best discounts off list price, while meeting all the requirements of the bid document.

SPECIAL CONSIDERATIONS OR CONCERNS:

There are many Cisco authorized dealers available on the State Contract, all offering discounts of up to 38% off list price. The County chose to issue its own bid for a more competitive discount, while at the same time offering a bid opportunity to all vendors that can sell Cisco products. It was the intention of this bid to award to more than one vendor. When there is an upcoming purchase from IT for Cisco products, the Procurement Department will obtain quotes from each of these vendors, to verify that the discount amount and list price are both correct. Procurement will keep a spreadsheet showing all quotes and results. If the total purchase amount exceeds \$25,000 and would need Council approval, then Procurement is asking Council to grant a waiver of the need to bring each purchase back to Council for approval. As long as the award is for Cisco products or services that are currently approved in the IT Department's budget, and the award is made to one of these three awarded vendors from this bid, Procurement may proceed to issue a purchase order. All quotes and purchase order amounts and designated account numbers will be kept in a spreadsheet and the results will be reported back to Council on a quarterly basis. This will save the County considerable time and effort required in issuing a separate bid for each purchase and bringing each award back to Council for approval.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes /

STAFF RECOMMENDATION:

Award ITB #09-17 to Pomery It of Hebron, KY, Thomas Glover and Associates of Inman, SC and VC3 of Columbia, SC for a period of one year with the option to renew for four additional one-year periods.

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Also, approve the procedure described under Special Considerations to grant Procurement a waiver from the requirement that all future Cisco purchases be brought back to Council for individual approvals.

FINANCIAL IMPACT:

For FY 2009-2010, County Council approved the following amounts for the IT department's budget:
From 10-711-30024, Maintenance on Equipment - \$119,131
From 10-711-30056, Data Processing - \$89,457
From 10-711-50840, Capital Equipment - \$245,496
Cisco products and services may come from any of these account numbers, as appropriate for the purchase.

ATTACHMENTS

1. Bid Tabulation

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants RL Procurement

Submitted or Prepared By:

Robyn Courtright
Department Head/Elected Official

Approved for Submittal to Council:

Gene Klugh
Gene Klugh, Interim County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.
A calendar with due dates marked may be obtained from the Clerk to Council.*

Approved Budget/Ordinance amount for bid form B:

Budget Code:

I hereby certify that to the best of my knowledge
this is a true and correct copy of the bid to be opened.*Robyn Courtwright*

Procurement Director

Bidders	AT&T	CDW-G	CSI Technology Outfitters	Pomeroy IT Solutions	Technology Solutions of SC
Address		Vernon Hills, IL	Easley, SC	Hebron, KY	Seneca, SC
Addendum No. 1	Yes	No	Yes: Did not complete Revised	Yes	Yes
% Discount all categories	42%	38%	41.25%	43%	38%
% Discount Installation/Tech Services	25%	10%	15%	10%	12%
% Discount Smartnet	10%	10%	14%	17%	12%
Other Categories	None	None	None	None	Consulting Services 10% Programming Services 11%
Current Hourly Rate (w/out disc) Installation Services	96.25	None Listed	120.00	150.00	\$75.00
Current Hourly Rate (w/out disc) Technical Services	116.25	None Listed	120.00	150.00	\$85.00
Hourly Rate for 24x7 Support (if different than current hourly rate)	211.88	None Listed	None Listed	183.00	\$127.00 after normal business hours
Manufacturer Letter of Authorization	Yes	Yes	NO	Yes	Enclosed a website showing their partnership
Letter referenced pg 14 section b	No	Yes	No	Yes	Yes
No. of Certified Technicians on staff	No		47	7	1
Line of Credit	Yes	Yes - 2MM	No	Yes - \$50MM	No- Made statement in his letter - up to \$50K
References Provided	Yes - 3	Yes - 3	Yes - 3	Yes - 3	Yes - 3
Cisco Partnership Level	Gold	Gold	Gold	Gold	Select Registered Partner
Bidders	Thomas Glover Associates	VC3			
Address	Inman, SC	Columbia, SC			
Addendum No. 1	Yes	Yes			
% Discount all categories	41%	42%			
% Discount Installation/Tech Services	12%	10%			
% Discount Smartnet	11%	12%			
Other Categories	Cabling /fiber Installation 12% Professional Services 12%	Travel \$55.00 per hr			
Current Hourly Rate (w/out disc) Installation Services	\$140.00 Hardware Tech \$160.00 Sr. Engineers	\$110.00			
Current Hourly Rate (w/out disc) Technical Services	\$140.00 Hardware Tech \$160.00 Sr. Engineers	\$130.00			
Hourly Rate for 24x7 Support (if different than current hourly rate)	did not list	\$140.00			
Manufacturer Letter of Authorization	Yes	Yes			
Letter referenced pg 14 section b	Yes	Yes			
No of Certified Technicians on staff	4	24			
Line of Credit Letter	Yes - \$250,000.00	Yes - \$500,000			
References Provided	Yes - 3	Yes - 3			
Cisco Partnership Level	Premier Service Partner	Premier Partner			

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: February 16, 2010
COUNCIL MEETING TIME: 6:00 pm**

ITEM TITLE OR DESCRIPTION:

Award the purchase of extrication tools to equip two new pumper trucks, for the Emergency Services department, to Henry Schein/Matrix Medical of Irmo, SC, as the sole authorized dealer that provides both service and sales of this equipment. Total cost will be \$50,775.60 including taxes and delivery.

BACKGROUND OR HISTORY:

Council approved the purchase of two pumper trucks (one for Cleveland Fire Station and one for Long Creek Fire Station) and loose equipment to furnish the trucks at the Council meeting on September 15, 2009. Extrication equipment is being purchased to equip these two new pumper trucks. This equipment will be used for gaining access to trapped victims in motor vehicle accidents by prying doors open, cutting away items that block access and clearing dashes that collapse on victims.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes

STAFF RECOMMENDATION:

Staff recommends the award of the extrication equipment to Henry Schein/Matrix Medical as the authorized dealer for the following reasons:

1. This vendor is one of only two authorized dealers for Hurst/Centaur equipment for SC and is located in Irmo, SC. The other vendor is located in Charlotte, NC.
2. This vendor delivers equipment with fluids, ready to use and is also conveniently located for equipment to be dropped off for service.
3. Past experience with this vendor indicates timely and accurate service.
4. This Centaur equipment will be compatible with other Centaur equipment currently used by multiple agencies throughout Oconee County.

FINANCIAL IMPACT:

For FY 2009-2010, County Council approved Ordinance 2009-20, increasing the use of fund by \$750,000 for fire trucks and loose equipment to furnish trucks, for the Emergency Services department in account 010-107-50871-00000. The balance in this account is \$138,777.00.

ATTACHMENTS

1. Itemized quotation from Henry Schein/Matrix Medical
2. Letter of explanation to Procurement from Emergency Services
3. Authorized Dealer letter from Hurst Jaws of Life
4. Ordinance 2009-20, approving \$750,000

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants RC Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

Robyn Courte
Department Head/Elected Official

Gene Klugh
Gene Klugh, Interim County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Matrix

P.O. BOX 210
 BALLENTINE, S.C. 29002
 1-803-781-3370 Local

NEXTEL: 803-600-4699
 ID#: 150*575580*1

F 864638 7046

National: 1-800-845-3550 ext. 320

CUSTOMER'S
 ADDRESS

O Conk Co
 122 1670
 1669
 SC

SCOTT KREIN
 PERSON QUOTED
 NEWTEL
 TELEPHONE NUMBER

PAGE 2 OF 2

Thank you for the opportunity of quoting you on your equipment needs.
 Your prices are as follows:

QUANTITY	HURST MOTOR DESCRIPTION	PRICE	AMOUNTS
1	P620 SG SPREADER (D) NEW IN BOX		3500
1	SP 310 SPREADER (N)		7850
1	HP 510 SPREADER ^{Bomber} (N) NEW IN BOX		3250
1	R 424 Rom (N)		4200
1	C 550 CURTAIN (N) NEW IN BOX		4500
1	33' Blue Hose (N)		860
1	33' Gray Hose (N)		860
4	ADP FOR MOTOR KIT	10. ⁰⁰	40. ⁰⁰
4	BLACK PIG-TAILS	50. ⁰⁰	200. ⁰⁰
2	FEMALE STRAMMERS	250	500. ⁰⁰
4	MALE STRAMMERS	250	1000. ⁰⁰
			26,760

We estimate delivery 30 days after receipt of order.
 We guarantee prices until STOCK OUT call our office after this date.
 Prices subject to all state and local taxes.
 Prices FOB Ballentine S.C.

FOR LONG CREEK
 TRUCK

TERMS: NET 30

Date: 1/27/2010

BL Burnes
 Quoted By

[Signature]
 Signature #9170

Matrix

PO BOX 210
 BALLENTINE, S.C. 29002
 1-803-781-3370 Local

NEXTEL: 803-600-4699
 ID#: 150*575580*1

National: 1-800-845-3550 ext. 320

F 864638 7046

CUSTOMER'S
 ADDRESS

O'CONNOR Co
1221670
1669
SC

SCOTT KREIN
 PERSON QUOTED

NEXTEL
 TELEPHONE NUMBER

PAGE 1 OF 2

Thank you for the opportunity of quoting you on your equipment needs.
 Your prices are as follows:

QUANTITY	DESCRIPTION	PRICE	AMOUNTS
1	P620 SG (D)		3500. ⁰⁰
1	SP 510 SPANDIA (D)		3500. ⁰⁰
1	HP 510 (N) NEW IN BOX		3250. ⁰⁰
1	R424 Rotor (N)		4200. ⁰⁰
1	C550 (N) NEW IN BOX		4500. ⁰⁰
1	33' BLUE HOSE (N)		860. ⁰⁰
1	33' GRAY HOSE (N)		860. ⁰⁰
4	ADP FOR MOTOR KIT	10. ⁰⁰	40. ⁰⁰
4	BLACK PIG TAILS	50. ⁰⁰	200. ⁰⁰
2	FEMALE STRAM BOWLS	250	500. ⁰⁰
4	MALE STRAM BOWLS	250	1000. ⁰⁰
			22,410. ⁰⁰

We estimate delivery 30 days after receipt of order.

We guarantee prices until STOCK GONE, call our office after this date.

Prices subject to all state and local taxes.

Prices FOB Ballentine S.C.

TERMS: NET 30

Date: 1/27/2010

BL Burnes

Quoted By

[Signature]

Signature 49170

016-167-55879-00000

FOR CRAWL AND TRUCK



OCCONEE COUNTY EMERGENCY SERVICES
FIRE, RESCUE HAZMAT
EMERGENCY MANAGEMENT

SCOTT KREIN
DEPUTY DIRECTOR
EMERGENCY MANAGEMENT

PH: 864-638-4200
FAX: 864-638-7046

415 S. PINE STREET
WALHALLA, SC 29691

COPY

TO: Purchasing

Subject: Centaur Extrication Equipment

Date: November 7, 2008

Oconee County Emergency Services has completed a review of the existing extrication equipment, also known as "jaws of life". The original manufacturer of this equipment was Hurst. Hurst later purchased another manufacturer, Centaur and now Hurst uses both names on their equipment. The Hurst branded equipment uses 5,000 PSI and the Centaur equipment uses 10,000 PSI. The Centaur brand has superior strength and speed over the older Hurst equipment.

During the past five years the Fire and Rescue Divisions have purchased multiple sets of Centaur equipment. To insure that future purchases can be interchanged with this newer, stronger and faster existing equipment, Centaur equipment is recommended for future purchases. Oconee County Emergency Services' goal and mission is to help all Fire and Rescue Divisions work together to best meet the needs of the county residents. When we have one type of extrication equipment county-wide, multiple agencies present on a scene will find that all tools will work together, eliminating additional work and time required to set up different systems.

There are only two authorized dealers for South Carolina for Hurst/Centaur equipment:

Henry Schein/Matrx Medical located in Irmo, SC and MES Carolina located in Charlotte, NC. The last time this equipment was purchased, MES Carolina was the low vendor by a price difference of \$50. They shipped the equipment without fluids and the cost of adding the fluids was \$100. The other vendor, Henry Schein/Matrx Medical delivers all equipment fully serviced, with fluids, ready to use. The Henry Schein/Matrx Medical vendor is also authorized to service the equipment and their service center is conveniently located in Irmo, SC. It is recommended that Oconee County Emergency Services purchase Hurst/Centaur equipment solely from Henry

Schein/Matrix Medical since this vendor is authorized for sales and service and delivers all equipment serviced and ready to use. This vendor already services all the Hurst/Centaur equipment that the county presently owns. Maintaining one vendor for this rescue equipment will save time and money during service.

Scott Krein
Deputy Director
Emergence Services

COPY

2007 SOURCE LETTER

To Shana Gibbs;Keowee Fire Department:

This letter will certify that Matrix Medical and MES-Carolina's are the sole authorized dealers for sales, service and maintenance of all Hurst Jaws of Life® and Hurst High Pressure™ rescue equipment and accessories for the State of South Carolina.

Matrix Medical
140 Crouch Commercial
Inno, SC 29163
(803)781-3370
1-800-845-3550

MES-Carolina's
6601-P Northpark Blvd.
Charlotte, NC 28216
(704)599-4601
1-800-885-8584

Distribution of Hurst Jaws of Life® life-saving rescue equipment requires factory trained personnel that understand the application of the equipment, its safe use, and the proper operation and service methodology. The personnel at Matrix Medical and MES-Carolina's have made the required commitment to training and product knowledge that will ensure you receive the best in product knowledge, service and sales support in the rescue tool industry.

Matrix Medical and MES-Carolina's are committed to selling quality products to those that save lives on a daily basis and we have chosen them as our only source of distribution in your area because of their dedication and professionalism. We are confident you will be treated fairly and will be satisfied with the service they provide.

Thank you for your interest in Hurst Jaws of Life® products. Please feel free to contact us if you have any questions at 1-800-537-2659 or (704) 487-6991.

Sincerely,

William Simmons
Vice President, Sales & Marketing, Rescue
Hurst Jaws of Life® Products

**STATE OF SOUTH CAROLINA
OCONEE COUNTY COUNCIL
ORDINANCE 2009-20**

**AN ORDINANCE TO AMEND THE FISCAL YEAR 2009-2010 BUDGET
APPROPRIATIONS ORDINANCE FOR OCONEE COUNTY IN CERTAIN
LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS
RELATED THERETO**

BE IT ORDAINED, by the County Council for Oconee County, South Carolina, in meeting duly assembled, that:

SECTION I:

“AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2009 AND ENDING JUNE 30, 2010”, Ordinance 2009-06, is hereby amended and modified to:

- 1) Eliminate the capital lease financing of \$750,000 for the two fire trucks budgeted to be purchased in Fiscal Year 2009-2010 and increase the use of fund balance by \$750,000 to provide for the purchase of the aforesated trucks.
- 2) Provide for the purchase of radio tower equipment, in the amount of \$45,000.
- 3) Provide for support of the Clemson Area Transit (CAT bus) in the amount of \$60,000.
- 4) Provide for the reduction in number of furlough days from 4 to 2 in the amount of \$90,473
- 5) Provide for the replacement of Jenkins Road Bridge in the amount of \$275,000.
- 6) Increase the State Aid to Library Fund by \$22,644 to reflect the amount budgeted by State.

SECTION II:

The 2009-2010 Oconee County budget is hereby amended by adding the following, for the aforesated purposes:

General Fund Revenues and Funding Sources

Fund Balance	\$945,473
Capital Lease	(750,000)

General Fund Appropriations

Expenditure	\$195,473
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Capital Project Fund Revenues and Funding Sources

Fund Balance (Bridges and Culverts Fund)	\$275,000
--	-----------

Capital Fund Appropriations

Expenditure	\$275,000
-------------	-----------

Special Revenue Fund Revenues and Funding Sources

State Aid -SC State Library	\$22,644
-----------------------------	----------

Special Revenue Fund Appropriations

Expenditure	\$22,644
-------------	----------

SECTION III:

In the aggregate, the adopted fiscal year 2009-2010 budget, prior to these amendments stands at:

General Fund	\$ 43,408,420
Capital Project Funds	200,000
Special Revenue Funds	1,367,790

As so amended, herein, the new amended budget will be:


General Fund	\$ 43,603,893
Capital Project Fund	475,000
Special Revenue Funds	1,390,434

SECTION IV:


Except as specifically modified, amended or deleted herein, all appropriations of funds created by the "AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2009 AND ENDING JUNE 30, 2010", Ordinance 2009-06, are hereby ratified and shall remain in full force and effect as originally adopted. All other sections of Ordinance 2009-06 not modified, directly or by implication shall likewise remain in full force and effect. This ordinance shall take effect immediately on approval on third reading. All ordinances and resolutions inconsistent herewith are, to the extent of such inconsistency only, hereby revoked, repealed, and rescinded.

Adopted in meeting duly assembled this 3rd day of November, 2009.

OCONEE COUNTY, SOUTH CAROLINA


Reginald T. Dexter, Council Chairman
Oconee County, South Carolina

Attest:


Elizabeth G. Hulse
Clerk to Council

First Reading:	September 15, 2009 [in title only]
Second Reading:	October 6, 2009
Public Hearing:	October 20, 2009
Third & Final Reading:	November 3, 2009

Free County Aeronautics Commission

Presentation Overview

- Commission members
- Current Airport Operations
- Commission goals
- Airport Economic Impact
- Status in SC / Activities
- Past / Future Airport projects

Commission Staff

- District #3 Tom Luke, Chairman
- District #2 Dan Suddeth, Vice Chairman
- District #1 Vacant
- District #4 Wayne Rholetter
- District #5 Fred Golden
- At Large Dan Schmiedt

2/15/2010

3

Airport Operations

- FIXED BASE OPERATIONS - Fuel, Oil, Retail Sales
- HANGAR RENTAL / UPKEEP
- AIRCRAFT MAINTENANCE (Leased)
- AIRFIELD SAFETY & TERMINAL UPKEEP
- CUSTOMER SERVICE / PUBLIC RELATIONS

2/15/2010

4

Aeronautics Commission Goals

- ADVISE COUNTY COUNCIL ON AIRPORT OPERATION
- INCREASE PUBLIC AWARENESS OF AIRPORT & ITS ECONOMIC IMPACT
- EXPAND AIRPORT INFRASTRUCTURE / FACILITIES
- ENSURE FEDERAL AVIATION ADMINISTRATION (FAA) REG. COMPLIANCE
- INCREASE NUMBER OF BASED AIRCRAFT
- PROMOTE PROFESSIONAL MANAGEMENT OF FACILITY (Monthly mngs)

2/15/2018

5

Airport Economic Impact* Oconee County

Direct impacts = \$1.3 million
Indirect impacts = \$2.4 million
Impact Multiplier = \$2.6 million*



TOTAL ECONOMIC IMPACT = \$6.3 MILLION

Employment = 117 Jobs (12 Consultants \$/yr/pc)
Total Payroll = \$2.7 million

*Source: Airport Div. of Oconee County

6

Airport Status in SC

- In top 10 of busiest Corporate/GA airports in the State
 - Aircraft Ops -- -45,000 takeoffs and landings per yr.
-- - 2700 enplanements in 2009
 - 69 based aircraft (4 Turboprops, 2 helo, 62 single engine)
 - Closest Instrument Approach Airport to Clemson Univ., Lake Keowee and the western NC mountain resort communities.
- Corporate Aircraft Operators.....Borg Warner, Senovik, Schneider Elec, BASF, Duke Energy, US Engine Valve, Koyo, Iron, CULCAP, Clemson and other ACC Universities.

2/18/2010

7



AIRPORT ACTIVITY



8

AIRPORT IMPROVEMENTS 2005 - Present

Project	Completion	Cost	County Share
Class H Hangar Taxilane	Nov 2006	\$23,000	\$0
251 Gardner Fuel (Avgas)	Aug 2007	\$22,000	\$11,500
New Engine C-100	July 2008	\$8,000	\$8,000
New Elec. Service Hangar B	Aug 2008	\$1,000	\$3,000
Flow Lane of Signs/Mark	Aug 2008	\$1.8 MIL	\$45,000
New Freeway approach	Oct 2007	\$0	\$0
Paint CD, Runway Center Seal	Aug 2008	\$10,000	\$2,500
New Terminal Park (HSA)	Aug 2009	\$1,000	\$350
Taxilane Program/Lease	Oct 2009	\$20,000	\$5,000
2007 Runway Rehabilitation	Aug 2010	\$4.25 MIL	\$106,250
TOTAL		\$6,140,000	\$181,250

* County pays 2.5% \$0 Div. of Avco pays 2.5%

FUTURE FAA FUNDING REQUESTS

- FISCAL YEAR (FY) Project Description Est. TOTAL Cost, **
- 2011 - Security Fencing, Terminal Land Acq., Exit Taxiway, PAPI Upgrade \$650,000
- 2012 - Land acq. 50,000' rebase, Emission permits, CDALS, facilities main. \$5.97 million
- 2013 - Phase II Switching & Noise Channel relocation, Bulk Transformers \$637 million
- 2014 - Ph I (1,000 foot East Run 7, road under 11,000' components \$2.3 million
- 2015 - 500' Run 7, Run 7 and 1100 Taxi extension, Blowing Rock runway \$6.1 million
- 2016 + - Grade new safety areas, final mainline, wetland and water \$7.3 MIL

** FAA pays 95% County pays 2.5% TOTAL - \$22.8 MILLION
 \$0 Div. of Avco pays 2.5%

THE MOST IMPORTANT POINT

THE AIRPORT CONTINUES TO BE A VITAL TOOL FOR ECONOMIC AND BUSINESS DEVELOPMENT IN COCONINO COUNTY

PORT SUCCESS DEPENDS ON CONTINUED TRADES AND EXPANSION

ARS means

ED AIRCRAFT yielding

PORT OPERATIONS / FUEL SALES bringing

FAA GRANT MONEY and

PROPERTY TAX REVENUE equals

AIRPORT / COUNTY INCOME \$\$\$

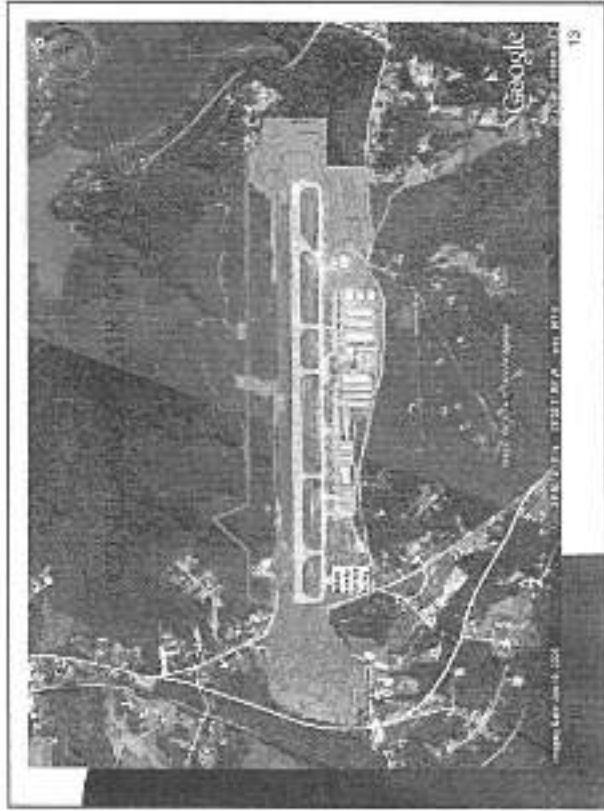
11

THANK YOU FOR YOUR
CONTINUED SUPPORT!

Questions ?



12



Oconee County Detention Center Presentation

February 16, 2010

Agenda

- Purpose
- Background
- Preliminary Findings
- Decision Criteria
- Key Recommendations
- Sample Timeline
- Discussion
- Go/No Go Decision

Purpose

To position Council to make decision on next steps to move forward on future detention facility. Remember, this is going to be our single largest investment for foreseeable future.

Background

- Sheriff/Council engaged Moseley Architects June 2009. Detailed study performed to identify needs, potential solutions and estimated costs.
- Presented to Council October 2009.

Background (continued)

Classification & Management Requirements that must be considered in planning new facility

- Male and female inmates
- Sentenced and un-sentenced inmates
- Seriousness of charged crime(s)
- Community custody inmates
- Inmates with special problems/needs
- Disciplinary detention of inmates
- Administrative separation of inmates
- Other categories that may pose security problems

Background (continued)

Initial recommendation: construct 287 bed facility with a core for 350 beds

Summary of three scenarios:

- Option A: 287 beds 69,850 sq. ft. \$17.5 (All new)
- Option B: 287 beds 58,100 sq. ft. \$15.6 (Renovate existing for Magistrate/Admin)
- Option C: 173 beds 51,150 sq. ft. \$20.7+ (Renovate existing for additional beds)

Background (continued)

Additional options to reduce costs were:

- Option A (Revised) 240 beds 57,323 sq. ft. \$14.25
(All new - one less med. sec. pod)
- Option A (Revised) 287 beds 69,850 sq. ft. \$16.9
(All new - metal siding)
- Option B (Revised) 240 beds 45,573 sq. ft. \$12.4
(Renovate existing for Magistrate/Admin. - one less med. sec. pod)
- Option B (Revised) 287 beds 58,100 sq. ft. \$15.15
(Renovate existing for Magistrate/Admin. - metal siding)

Background (continued)

Council/Sheriff agreed to explore further

- Site visits made to Toccoa, GA and York County, SC
- Additional information collected on...

Background (continued)

Program management process options:

- Traditional Design/Bid/Build
- Design/Build
- Design/Build with separate Program Management
- Construction Management at Risk
- Consideration of privatization, tri-county partnership (confirm not viable options)

Background (continued)

Design and Materials

- Indirect or Indirect/Direct Supervision-Optimize
- Concrete-Masonry Units, Pre-cast, Steel Cells
- External Utilities
- Various shell construction options

Background (continued)

Various funding and operating assumptions
(while seeking grant funding)

- Direct Borrowing
- Direct Borrowing, using some cash
- Financed by third party, with or without above

Summarize Preliminary Findings

- County has numerous delivery methods, i.e. project management, design, material and funding options.
- More information raises more questions, need experience to properly analyze.
- While County has general contracting and construction experience, lack critical knowledge and experience in this specialized area (see Courthouse vs. OMC and SDOC experiences)
- Available regional expertise
- All of above create risk issues.

Decision Criteria

- **Functionality/Simplicity**
- **Maintain Compliance – see State minimum standards**
- **Safety**
- **Flexibility/Expandability**
- **Operating Costs**
- **Construction Costs (approx. 8% of total 20 year cost)**

Key Recommendations:

Management of Above Decisions is Critical

Key Recommendations (continued)

Best served with independent Program Management, bid through Request for Qualifications (RFQ)

Key Recommendations (continued)

Program Management becomes County Agent,

Advocate to advise on:

- Estimated costs and timeline-due within 30 days of award
- Develop detailed specifications
- Work with Council on delivery methods to include Design/Build, Design/Bid/Build or construction management at risk
- Assist on RFP, contract and award process
- Manage Project, resolve issues and disputes
- Consult on transition, training, etc.

QUESTIONS AND COMMENTS



GO/NO GO DECISION ON PROGRAM MANAGEMENT

**OCONEE COUNTY
COUNTY ADMINISTRATOR SEARCH
REVISED TIMELINE FOR SEARCH PROCESS – 2-14-10**

Kickoff Search Process		January 19, 2010
Print Brochure and Invitation Letters		January 19-20, 2010
Aggressively Source and Recruit Candidates		Jan. 20-Mar. 3, 2010
E-Mail Progress Reports to County Council		Weekly
Formal Progress Report to County Council		February 19, 2010
Cutoff Date for Receipt of Applications		March 3, 2010
Send Resumes of Candidates of Interest to County Council via e-mail		March 5, 2010
<i>A</i> Meet with County Council to Review Candidates of Interest	<i>EXEC Sess</i>	March 9, 2010
(Consultant) Conduct Interviews, Reference and Background Checks on Candidates		March 10-22, 2010
<i>A</i> Report to County Council on Finalist Candidates	<i>EXEC Sess</i>	March 23, 2010
Interviews of Candidates by County Council		W/O March 29, 2010
Decision on Selected Candidate		W/O April 5, 2010
Negotiate with Selected Candidate		W/O April 12, 2010
New County Administrator Reports to Work		30 to 60 Days Later
Close off Search		W/O April 19, 2010

*est 10-12
seek ↓ 3-5
to interview*

W/O = week of